

Doc#: 0904017003 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 02/09/2009 08:32 AM Pg: 1 of 4

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Subordination
DOCUMENT TITLE

JME.
Of County Clarks Office

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## **UNOFFICIAL COPY**

## SUBORDINATION AGREEMENT (MORTGAGE)

This Subordination Agreement ("Agreement") is entered into by National City Bank, for itself and/or its successors and assigns ("Subordinating Mortgagee"), and NATIONAL CITY BANK ("New Lender").

#### **RECITALS**

WHEREAS, CHARLES AND JENNIFER CORELLA ("Borrower") executed a certain mortgage dated 11/30/2004, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 1/12/2005, as Instrument No. 0501211365, in the COOK County Re or der's Office, State of Illinois ("Existing Mortgage"), with respect to the property ("Property"), described in Exhibit A (attached hereto and incorporated herein), the address and permanent paice number for which are:

### 1657 W HURON ST #1, CHICAGO, IL 60622

Mortgage is dated 1-2-05
WHEREAS, in order to make the New Loan, New Lender has requested subordination of the lien of the Existing Mortgage to the lien of the New Mortgage, and Subordinating Mortgagee is hereby willing to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage, to the extent of the New Loan, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of these premises, Subordinating Mortgagee and New Lender agree as follows:

- 1. The lien of the Existing Mortgage is hereby subordinated and postponed in priority to the lien of the New Mortgage, in the same manner and with like effect as though the New Mortgage had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Mortgage. Notwithstanding the foregoing, the subordination, as described herein, does not extend to (i) any future advance clause container in the New Mortgage; (ii) any future advance of funds to Borrower by New Lender except for advances under the New Mortgage for foreclosure costs and advances for taxes and insurance premiums; or (iii) any debt or obligation of Borrower to New Lender other than the New Loan.
- 2. The subordination, as described herein, is expressly subject to the valid creation, grant, attachment and perfection of the lien of the New Mortgage, and nothing contained herein shall be construed to alter or release indebtedness due and owing to the Subordinating Mortgagee under any obligations secured by the Existing Mortgage, and Subordinating Mortgagee specifically reserves and retains all right, title and interest that it holds pursuant to the Existing Mortgage, including, without limitation, any right to declare a default, accelerate, and exercise any remedies (including the right to foreclosure); and
- 3. The terms of the New Loan shall not be modified without the prior written consent of Subordinating Mortgagee. Any modification of the New Loan without the prior written consent of Subordinating Mortgagee shall render this Agreement null and void and of no further force and effect.

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NATIONAL CITY BANK  By: Name: Catherine Thompson  Title: Assistant Vice President	Signed and Acknowledged in the Presence of:  Marlene Ferus, witness  Sharon Wujcik, witness
STATE OF OHIO  } SS  County of Cuyahoga	
day of January, 2009 personally appeared Cather National City Ban's and acknowledged the execution of the Public: Dena DiPalma My Commission Expires: May 24, 2012 County Of Residence: Cuyahoga  This instrument prepared by Marlene Ferus, National City Ban's and acknowledged the execution of the	Dena Di Palma Notary Public, State of Ohio My Commission Exp. 5-24-12
Please return to:  NATIONAL CITY BANK A GRONAL Link  Lending Services  ATIN: Marlene Ferus  6750 Miller Road, Loc 01-7116  Brecksyille OH 44141  A Li Qui PPA PA  1 SXVI	

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## Exhibit "A" **Legal Description**

All that certain Condominium Unit situated in the County of Cook, State of Illinois, being known and designated as Unit 1, in Huron Place Condominium, as delineated on a survey of the following described real estate: part of Section 7, Township 39N, Range 14, East of the Third Principal Meridian, which survey is attached as an exhibit to the Declaration of Condominium recorded 08/10/1999, as Document 99761657, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois. Cotto Of Colons Office

Tax ID: 17-07-211-053-1001

