



Doc#: 0907034039 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/11/2009 09:44 AM Pg: 1 of 3

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 Mortgage, a division of National City Bank ("New Lender").

RECITALS

WHEREAS, MICHAEL D PETH AND NANCY L PETH, HIS WIFE, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY ("Borrower") executed a certain mortgage dated 12/5/2008, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 12/12/2008, as Instrument No. 0834708052, in the COOK County Recorder'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 parcel number for which are:

1509 W 41st Street, LaGrange, IL 60525
18-05-208-021-0000 ✓

WHEREAS, the New Lender desires to make a loan in the amount of \$310,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 2-23-09.

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 contained 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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UNOFFICIAL COPY

Exhibit "A" Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS LOT 7 SCHNAUBELT'S SUBDIVISION OF LOT 1 (EXCEPT THE EAST 33 FEET) AND LOT 2 IN RESUBDIVISION OF THE WEST HALF OF LOT 19 AND ALL OF LOTS 20 AND 21 IN EDGEWOOD SUBDIVISION, A SUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax/Parcel ID: 18-05-208-021-0000 ✓

Property of Cook County Clerk's Office