National City Lending Services 6750 Miller Road Brecksville, Ohio 44141 Doc#: 0907240191 Fee: \$66.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 03/13/2009 12:06 PM Pg: 1 of 4

**MEMO** 

To: Subordination Requestor

Re: Filing of Subordination Agreement

The Subordination Request that you submitted has been approved. A completed Subordination Agreement is enclosed. Please check the information on the enclosed Subordination Agreement to ensure accuracy.

If the borrower(s) on whose behalf you submitted the Subordination Request was (were) required to submit an authorization for the reduction of the credit limit and/or suspension of account privileges on a home equity line of credit as part of the Subordination Request approval process, all conditions agreed to in the authorization must be met prior to the filling of the Subordination Agreement. The approval for the filling of the Subordination Agreement is contingent upon Borrower meeting such conditions. If the Borrower has failed to meet those conditions, you do not have authorization to file the Subordination Agreement.

Please remember to attach a copy of the legal description of the property as Exhibit A to the Subordination Agreement prior to filing.

If you have any questions regarding this approva' or the enclosed Subordination Agreement (including the conditions for filing), please contact National City Lending Services at 866-622-4257.

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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 Wells Fargo Home Mortgage ("New Lender").

#### RECITALS

WHEREAS, John Bradford Parker, A/K/A John B. Parker and Debra S Parker A/K/A Debra Parker Husband and Wife ("Borrower") executed a certain mortgage dated 2/2/2008, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 2/13/2008, as Instrument No. 0804446034, 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:

### 1528 Ostranger Ave, Lagrange Park, IL 60525 15 27 305 017 0000

WHEREAS, the New Lender desires to make a loan in the amount of \$270,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated  $\frac{\partial -(O - \gamma)}{\partial \gamma}$ . (ecorded as DOC # OO  $\frac{\partial -(O - \gamma)}{\partial \gamma}$ ) (10.10)

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 or 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 subsidinated 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 COP**

NATIONAL CITY BANK By: Name: Catherine Thompson Fitle: Assistant Vice President	Signed and Acknowledged in the Presence of:  Dena DiPalma, witness  Jessica Musik, witness
STATE OF OHIO	

SS }

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of February, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Bank and acknowledged the execution of the foregoing Agreement.

Notary Public: Cynthia Peskura

My Commission Expires: October 19, 2013

County Of Residence: Cuyancya

CYNTHIA PESKURA, Notary Public State of Ohio, Cuyahoga County My Commission Expires October 19, 2013

This instrument prepared by Dena Dirain a National City Bank

Please return to:

NATIONAL CITY BANK **Lending Services** ATTN: Dena DiPalniz 6750 Miller Road, Loc 61-7116 Clort's Office Brecksville OH 44141

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## **UNOFFICIAL COPY**

#### **EXHIBIT A**

### LEGAL DESCRIPTION

Legal Description: LCT 5 IN TALMAN AND THIELE'S EDGEWOOD LA GRANGE PARK ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE WES 1 122.022 ACRES OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 15-27-305 017-0000 Vol. 0172

Property Address: 1528 Ostrander Ave, Lagrange Park, Illinois 60526