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Prepared By: **CATHERINE THOMPSON** NATIONAL CITY BANK 6750 MILLER ROAD BRECKSVILLE, OH 44141

Return To: NATIONAL CITY BANK LENDING SERVICES 6750 MILLER ROAD LOC 01-7116 BRECKSVILLE OF 44141



Doc#: 0912756034 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 05/07/2009 09:40 AM Pg: 1 of 3

SUBORDINATION AGREEMENT

LOT 18 IN BLOCK 6 IN NORTHBROOK WEST SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANCE 12, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1854 CENTRAL AVE., NORTHBROOK, IL 60062

Permanent Index No.: 04-17-107-019-0000

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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 INTERBANK MORTGAGE COMPANY ("New Lender").

RECITALS

WHEREAS, LEONID AND MAYA LEVIN, HUSBAND AND WIFE ("Borrower") executed a certain mortgage dated 12/27/2006, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 1/31/2007, as Instrument No. 0703126259, 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 audress and permanent parcel number for which are:

💢 1854 CENTRAL, NORTHBROOK, IL 60062

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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NATIONAL CITY BANK By:	Signed and Acknowledged in the Presence of:
Name: Catherine Thompson Title: Assistant Vice President	Jessica Musik, witness A allu
	Lou And Alie, witness

STATE OF OHIO

SS

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County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of March, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Pank and acknowledged the execution of the foregoing Agreement.

Motary Public. John McGorleyal

My Commission Expires: June 28, 2012

County Of Residence: Cuyahoga



John McGonegal Notary Public, State of Ohio My Commission Exp. 6-28-12

This instrument prepared by , National City, Bank

Please return to:

NATIONAL CITY BANK
Lending Services
ATTN:
6750 Miller Road, Loc 01-7115
Brecksville OH 44141