

2002

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Doc#: 0913804023 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/18/2009 08:37 AM Pg: 1 of 3

First American Title  
Order # 1915549

**SUBORDINATION AGREEMENT  
(MORTGAGE)**

This Subordination Agreement ("Agreement") is entered into by National City Bank, for itself and/or its successors and assigns (or, National City Bank, for itself and/or its successors and assigns, as successor in interest to National City Bank, successor by merger to MidAmerica Bank FSB ("Subordinating Mortgagee"), and National City Mortgage, a division of National City Bank ("New Lender") on March 28, 2009.

**RECITALS**

WHEREAS, EDWARD J MCNAMARA AND CATHERINE P MCNAMARA, HUSBAND AND WIFE ("Borrower") executed a certain mortgage dated 10/4/2006, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 10/31/2006, as Instrument No. 0630426068, 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:

**11050 80TH PL, LAGRANGE, IL 60525**

WHEREAS, the New Lender desires to make a loan in the amount of \$178,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 4-24-09.

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.

✓ AS RECORDED CONCURRENTLY HEREWITH

C.F.  
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NATIONAL CITY BANK

Signed and Acknowledged in the Presence of:

By: Carol Wood  
Name: Carol Wood  
Title: Officer

Rachel Hetrick  
Rachel Hetrick, witness  
Debra Wampler  
Debra Wampler, witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 28th day of March, 2009 personally appeared Carol Wood as Officer of National City Bank and acknowledged the execution of the foregoing Agreement.

Dena DiPalma  
Notary Public: Dena DiPalma  
My Commission Expires: May 24, 2012  
County Of Residence: Cuyahoga



Dena Di Palma  
Notary Public, State of Ohio  
My Commission Exp 5-24-12

This instrument prepared by Rachel Hetrick, National City Bank

Please return to:

**NATIONAL CITY BANK**  
**Lending Services**  
**ATTN: Rachel Hetrick**  
**6750 Miller Road, Loc 01-7116**  
**Brecksville OH 44141**

Notary Public, County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: LOT 40 IN MARY F. BIELBY'S EDGEWOOD ACRES, BEING A SUBDIVISION OF THE EAST 466 FEET AND THE SOUTH 466 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 1953 AS DOCUMENT 15639417, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 18-32-104-015-0000 Vol. 0084

Property Address: 11050 80th Pl, La Grange, Illinois 60525

Property of Cook County Clerk's Office