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Doc#: 0915329007 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/02/2009 10:22 AM Pg: 1 of 4

COVER SHEET FOR RECORDING DOCUMENT

SUBORDINATION AGREEMENT

TYPE OF DOCUMENT

MAIL TO:

NAME OF PREPARER:

LAKESHORE TITLE AGENCY

Marlene Ferus

1301 E. HIGGINS ROAD

National City Bank

ELK GROVE VILLAGE, IL 60007

6750 Miller Road Loc 01-7116

Brecksville, OH 44141

PIN# 14-07-220-020-0000

4 pages

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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 A and N Mortgage Services Inc ("New Lender") on May 19, 2009.

RECITALS

WHEREAS, MARIA CHMIELEWSKI AND LAWRENCE F CHMIELEWSKI WIFE AND HUSBAND ("Borrower") executed a certain mortgage dated 12/26/2005, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 2/14/2006, as Instrument No. 0604505140, 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:

1958 W. Farragut Ave., Chicago, IL 60640
14-07-220-020-0000

WHEREAS, the New Lender desires to make a loan in the amount of \$353,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated MAY 21, 2009.

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: *Catherine Thompson*
Name: Catherine Thompson
Title: Assistant Vice President

Signed and Acknowledged in the Presence of:

Marlene Ferus
Marlene Ferus, witness

Sharon Wujcik
Sharon Wujcik, witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 19th day of May, 2009 personally appeared Catherine Thompson as Assistant Vice President 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 DiPalma
Notary Public, State of Ohio
My Commission Exp
5/24/12

This instrument prepared by Marlene Ferus National City Bank

Please return to:

NATIONAL CITY BANK
Lending Services
ATTN: Marlene Ferus
6750 Miller Road, Loc C1-7116
Brecksville OH 44141

Proprietor of Cook County Clerk's Office

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EXHIBIT "A"

LOT 19 IN BLOCK 6 IN NICHOLAS MILLER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 511 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

NOTE FOR INFORMATION:

COMMONLY KNOWN AS: 1958 W. FARRAGUT AVENUE, CHICAGO, IL 60640

PIN: 14-07-220-020

Property of Cook County Clerk's Office