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0918935087

Doc#: 0918935087 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/08/2009 11:31 AM Pg: 1 of 4

Recording Cover Page

This page added for the purpose of affixing Recording Information.

File Number: 123613 252

☐ Deed

☐ Mortgage

☒ Other

Lender Name: Subordination

Remarks:

Citywide Title Corporation
850 West Jackson Boulevard
Suite 320
Chicago, IL 60607

C. J.
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123623 20F2

**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") on April 11, 2009.

RECITALS

WHEREAS, MICHAEL D BRESZACH AND KAREN BRESZACH, HUSBAND AND WIFE ("Borrower") executed a certain mortgage dated 2/14/2008, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 3/5/2008, as Instrument No. 0806504202, 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:

1217 CHATHAM DRIVE, LEMONT, IL 60439
22-28-310-030-0000

WHEREAS, the New Lender desires to make a loan in the amount of \$104,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated April 14, 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: *h r*Name: Catherine Thompson
Title: Assistant Vice President

Signed and Acknowledged in the Presence of:

Lou Ann Allie
Lou Ann Allie, witness*Jessica Musik*
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 11st day of April, 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: CuyahogaDena DiPalma
Notary Public, State of Ohio
My Commission Exp
5/24/12

This instrument prepared by Lou Ann Allie, National City Bank

and
Please return to:

NATIONAL CITY BANK
Lending Services
ATTN: Lou Ann Allie
6750 Miller Road, Loc 01-7116
Brecksville OH 44141

Citywide Title Corporation
 850 West Jackson Boulevard
 Suite 320
 Chicago, Illinois 60607

File No.: 123623

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EXHIBIT A

Lot 283 in Gallagher and Henry's Covington Knolls Subdivision Unit 6B, being a subdivision of part of the Southwest $\frac{1}{4}$ of Section 28, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office