

# UNOFFICIAL COPY



**National City Lending Services  
6750 Miller Road  
Brecksville, Ohio 44141**

**Doc#:** 0919133154 **Fee:** \$66.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/10/2009 01:13 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 filing of the Subordination Agreement. The approval for the filing 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 approval or the enclosed Subordination Agreement (including the conditions for filing), please contact National City Lending Services at 866-622-4257.

**DONE AT CUSTOMER'S REQUEST**

**BOX 334 CTT**

4/7

2018-01-11A - 262 - CTT

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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 Bank Of America ("New Lender") on June 02, 2009.

### RECITALS

WHEREAS, George J. Schaefer, III and Molly C. McShane ("Borrower") executed a certain mortgage dated 12/1/2006, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 1/3/2007, as Instrument No. 0700320111, 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:

**535 N. Dearborn St, Unit # 905, Chicago, IL 60654**

WHEREAS, the New Lender desires to make a loan in the amount of \$412,500.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated June 18, 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:

*Bernadette Davis*  
Bernadette Davis, witness  
*Nancy DeFlorville*  
Nancy DeFlorville, witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of June, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Bank and acknowledged the execution of the foregoing Agreement.

*Cynthia Peskura*  
Notary Public: Cynthia Peskura  
My Commission Expires: October 19, 2013  
County Of Residence: Cuyahoga



Cynthia Peskura  
Notary Public, State of Ohio  
Cuyahoga County  
My Commission Exp.  
October 19, 2013

This instrument prepared by Bernadette Davis, National City Bank

Please return to:

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

*Notary of Cook County Clerk's Office*

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STREET ADDRESS: 635 N. DEARBORN ST., #905  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 17-09-227-033-1017

LEGAL DESCRIPTION:

UNIT NUMBERS 905 & P-44 & P-47 IN THE CARAVEL CONDOMINIUM, AS DELINEATED ON A SURVEY OF PART OF BLOCK 24 IN WOLCOTT'S ADDITION TO CHICAGO AND <RESUBS THEREOF IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 26, 2003 AS DOCUMENT 0030275986, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

Property of Cook County Clerk's Office