



Doc#: 092113023 Fee: \$42.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/30/2009 02:19 PM Pg: 1 of 3

## 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 July 01, 2009.

### RECITALS

WHEREAS, CHARLENE PRENTICE A SINGLE PERSON ("Borrower") executed a certain mortgage dated 6/28/2005, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 7/21/2005, as Instrument No. 0520215105, 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:

**337 SHEFFIELD DR, SCHAUMBURG, IL 60194  
06-24-206-005-1076**

WHEREAS, the New Lender desires to make a loan in the amount of \$103,800.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 7/1/2009.

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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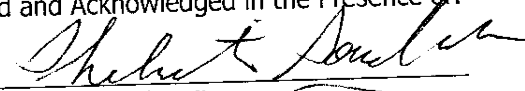
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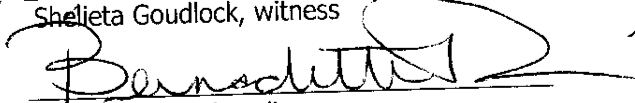
NATIONAL CITY BANK

By: \_\_\_\_\_

Name: Catherine Thompson  
Title: Assistant Vice President

Signed and Acknowledged in the Presence of:

  
Shelieta Goudlock, witness

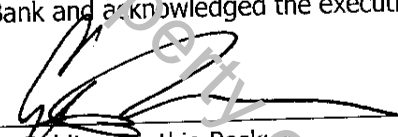
  
Bernadette Davis, witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of July, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Bank and acknowledged the execution of the foregoing Agreement.

  
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 Shelieta Goudlock, National City Bank

Please return to:

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

Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit A

### LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF COOK, AND STATE OF ILLINOIS AND BEING DESCRIBED IN A DEED DATED 05/24/2001 AND RECORDED 06/07/2001 AS INSTRUMENT NUMBER 0010489203 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

UNIT 1916-4 IN THE HEATHERWOOD NORTH CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE, A PART OF PASQUINELLI'S SECOND ADDITION TO HEATHERWOOD ESTATES, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 93651405 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 06-24-206-005-1076

PARCEL NO. 06-24-206-005-1076