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Doc#: 0922341012 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/11/2009 09:42 AM Pg: 1 of 4

RECORDING COVER PG.

15254- RILC 2/2

DOCUMENT TYPE: SUBORDINATION AGREEMENT  
RE: 0632846052

PIN: 06-31-406-004-0000  
ADDRESS: 223 EDGEWATER DR. BARTLETT IL 60103

PREPARED BY & RETURN TO:  
NATIONAL CITY BANK  
LENDING SERVICES  
ATTN: DIANA FINNEMORE  
6750 MILLER RD. LOC 01-7116  
BRECKSVILLE OHB 44141

Box 441

Key

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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 Chicago Bancorp ("New Lender") on May 26, 2009.

### RECITALS

WHEREAS, WESTON MAGGIO AND JENIFER MAGGIO, HUSBAND AND WIFE ("Borrower") executed a certain mortgage dated 9/19/2006, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 11/24/2006, as Instrument No. 063284052, 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:

**223 Edgewater Drive, Bartlett, IL 60103**  
**06-31-406-004-0000**

WHEREAS, the New Lender desires to make a loan in the amount of \$218,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated July 27, 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:

*Diana Finnemore*  
Diana Finnemore, 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 26th 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 Diana Finnemore, National City Bank

Please return to:

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

*Notary Public, Cook County Clerk's Office*

# UNOFFICIAL COPY

LOT 535 IN WESTRIDGE OF BARLETT UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 41 NORTH, RAGNE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1994 AS DOCUMENT 94831197, IN COOK COUNTY, ILLINOIS.

PIN(S): 06-31-406-004-0000

CKA: 223 EDGEWATER DRIVE, BARTLETT, IL 60103

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