

**UNOFFICIAL COPY**

**SUBORDINATION AGREEMENT  
(MORTGAGE)**

This Subordination Agreement ("Agreement") is entered into by National City Bank, for itself and/or its successors and assigns (or, National City Bank, for itself and/or its successors and assigns, as successor in interest to National City Bank, successor by merger to MidAmerica Bank FSB) ("Subordinating Mortgagee"), and JPMorgan Chase Bank N A ("New Lender") on May 16, 2009.

**RECITALS**

WHEREAS, Stephen G. Dwyer and Mary Lou Dwyer, Husband and Wife ("Borrower") executed a certain mortgage dated 12/16/2006, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 1/12/2007, as Instrument No. 070120853, 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:

**1520 Oak Street, Western Springs, IL 60558**

WHEREAS, the New Lender desires to make a loan in the amount of \$145,800.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated MAY 29, 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: [Signature]  
Name: Catherine Thompson  
Title: Assistant Vice President

Signed and Acknowledged in the Presence of:

[Signature]  
Stephanie Raine, witness

[Signature]  
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 16th day of May, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Bank and acknowledged the execution of the foregoing Agreement.

[Signature]  
Notary Public: John McGonegal  
My Commission Expires: June 28, 2012  
County Of Residence: Cuyahoga



**John McGonegal**  
Notary Public, State of Ohio  
My Commission Exp. 6-28-12

This instrument prepared by Stephanie Raine, National City Bank

Please return to:

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

Property of Cook County Clerk's Office

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## LEGAL DESCRIPTION

09CM09836

LOT 1 IN BLOCK 6 IN J.C CALDWELLS SUBDIVISION OF C.C. LAY'S ADDITION TO WESTERN SPRINGS (EXCEPT BLOCK 15 AND EXCEPT THE NORTH 2 ACRES OF THE EAST 1/2 OF BLOCK 16 INCLUDED IN THE HALF STREETS) BEING A SUBDIVISION OF THE EAST PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PREMISES AS CONVEYED IN DEED FROM JO ANN K. PETRUNCIO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 10, 1992 AKA THE JO ANN K. PETRUNCIO TRUST RECORDED 05/23/1997 IN DOCUMENT NUMBER 97370689, BOOK , PAGE IN SAID COUNTY AND STATE.

COMMONLY KNOWN AS: 1520 OAK ST. WESTERN SPRINGS, IL 60558