

# UNOFFICIAL COPY



Doc#: 0924454009 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/01/2009 10:10 AM Pg: 1 of 5

4

Property of Cook County Clerk's Office  
Subordination Agreement

PROPERTY ADDRESS:

5787 N. Cliford Ave

Chicago, IL 60640

P.I.N.

13.04.411.013.0000

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0902132

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

**MEMO**

**To: Subordination Requestor  
Re: Filing of Subordination Agreement**

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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.

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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 STONEWATER MORTGAGE ("New Lender") on April 25, 2009.

### RECITALS

WHEREAS, MARK PAWLOWSKI AND DOROTA A PAWLOWSKI ("Borrower") executed a certain mortgage dated 2/18/2005, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 2/28/2005, as Instrument No. 0605933175, in the COOK COUNTY 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:

**5787 N CLIFFORD AVE, CHICAGO, IL 60646**  
**13-04-411-013-0000**

WHEREAS, the New Lender desires to make a loan in the amount of \$291,921.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 5/8/09 0904454008.

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

Signed and Acknowledged in the Presence of:

By: Carol Wood  
Name: Carol Wood  
Title: Officer

John McGonegal  
John McGonegal, witness  
Diana Finnemore  
Diana Finnemore, witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 25th day of April, 2009 personally appeared Carol Wood as Officer 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 John McGonegal, National City Bank

Please return to:

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

*DiPalma Cook County Clerk's Office*

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## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2 AND 3 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR EDENS PARKWAY) IN BLOCK 3 IN CRATTY AND BLEYER'S SUBDIVISION OF LOTS 3, 4, 6 AND 7 IN HAMILTON'S SUBDIVISION OF LOT 1 IN CALD WELL'S RESERVE (EXCEPT THE PART OF LOT 4 LYING WEST OF THE NORTH BRANCH OF CHICAGO RIVER AND THAT PART OF LOT 7 LYING EAST OF JEFFERSON AVENUE) IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTHEASTERLY HALF OF CLIFFORD AVENUE LYING NORTHWESTERLY OF AND ADJOINING LOT 1 (EXCEPT THAT PART OF SAID LOT 1 TAKEN FOR EDENS PARKWAY) IN BLOCK 3 IN CRATTY AND BLEYER'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

c/k/a 5787 North Clifford Avenue, Chicago, IL 60646

P.I.N. 13-04-411-013, 13-04-411-014, and 13-04-411-015



\*0065812\*

1653 6/4/2009 75724511/1

LAWYERS TITLE INSURANCE CORPORATION

Burnet Title • 2700 S. River Road, Suite 300 • Des Plaines, IL 60018