

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program



0925917021

Doc#: 0925917021 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/16/2009 01:50 PM Pg: 1 of 4

### Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 18-02-204-016-1111

**Address:**

**Street:** 8010 River Walk Drive

**Street line 2:** Apt 5E

**City:** Lyons

**State:** IL

**ZIP Code:** 60534

**Lender:** National City Mortgage a division of National City Bank

**Borrower:** Lukasz Domek and Gabriela Cobar, a single man and a single woman

**Loan / Mortgage Amount:** \$197,500.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** D9BD702F-4CE2-44A3-81AD-66E52CEE5798

**Execution date:** 07/22/2009

Syes  
P4  
SNO  
myes  
E B.W.

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## SUBORDINATION AGREEMENT (MORTGAGE) 117685

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 National City Mortgage, a division of National City Bank ("New Lender") on June 16, 2009.

### RECITALS

WHEREAS, Lukasz Domek, An Unmarried Person and Gabriela Cobar, An Unmarried Person ("Borrower") executed a certain mortgage dated 4/5/2007, in favor of National City Bank or its predecessor in interest identified above, which mortgage was duly recorded on 4/9/2007, as Instrument No. 0709911105, 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:

**8010 River Walk Dr 5E,, Lyons, IL 60534**

WHEREAS, the New Lender desires to make a loan in the amount of \$197,500.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 7/22/2009.

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: *CT*  
Name: Catherine Thompson  
Title: Assistant Vice President

Signed and Acknowledged in the Presence of:

*Robert Mattaline*  
Robert Mattaline, witness

*Jarriett Burgos*  
Jarriett Burgos, 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 June, 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 Robert Mattaline, National City Bank

Please return to:

**United Lender Services Corp.**  
2000 Cant Mine Road, Suite 610  
Park West Two  
Pittsburgh, PA 15278

**NATIONAL CITY BANK**  
Lending Services  
ATTN: Robert Mattaline  
6750 Miller Road, Loc 01-711  
Brecksville OH 44141

*DiPalma Cook County Clerk's Office*

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Property of Cook County Clerk's Office

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 04/05/2007 AND RECORDED 04/09/2007 AS INSTRUMENT NUMBER 0709911103 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

SEE ATTACHED LEGAL DESCRIPTION

PARCEL NO.

18-02-204-016--1111/18-02-204-016--1126/18-02-204-016-1127/18-02-203-001-0000/18-02-203-002-0000