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RECORDING COVER
SHEET
FILE NO.

4342154 2/2

Cook COUNTY



Doc#: 0930947031 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/05/2009 01:42 PM Pg: 1 of 4

GIT

(10-27-09)

TYPE OF DOCUMENT:

Subordination Agreement

Greater Illinois Title
300 E. Roosevelt Road
Wheaton, IL 60187

Property of Cook County Clerk's Office

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434 2154

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 Harris Bank ("New Lender") on September 11, 2009.

RECITALS

WHEREAS, ANDRZEJ ZUBRZYCKI AND ALEKSANDRA ZUBRZYCHA, AKA AKEKSANDRA ZUBRUZYCKI HUSBAND AND WIFE ("Borrower") executed a certain mortgage dated 4/26/2007, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 5/9/2007, as Instrument No. 0712908067, 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:

6520 S Ridge Point Dr #3C, Oak Forest, IL 60452

WHEREAS, the New Lender desires to make a loan in the amount of \$60,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 10-23-09.

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:

Marcia Afton
Marcia Afton, witness
Shelieta Goudlock
Shelieta Goudlock, witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 11st day of September, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Bank and acknowledged the execution of the foregoing Agreement.

Cynthia Peskura
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 Expires
October 19, 2013

This instrument prepared by Marcia Afton, National City Bank

Please return to:

NATIONAL CITY BANK
Lending Services
ATTN: Marcia Afton
6750 Miller Road, Loc 61-7116
Brecksville OH 44141

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ORDER NO.: 1301 - 004342154
ESCROW NO.: 1301 - 004342154

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STREET ADDRESS: 6820 RIDGE POINT DRIVE UNIT 3C
CITY: OAK FOREST **ZIP CODE:** 60452
TAX NUMBER: 28-18-101-044-1023

COUNTY: COOK

Property of Cook County Clerk's Office

Exhibit "A"

LEGAL DESCRIPTION:

UNIT 2-3C AND GARAGE UNIT G-2-3C TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN RIDGE POINT CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 9872501, AS AMENDED, IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.