



Doc#: 0932049035 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/16/2009 02:48 PM Pg: 1 of 3

**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 Bank of America Home Loans ("New Lender") on October 08, 2009.

**RECITALS**

WHEREAS, Zbigniew Jankowski and Barbara Jankowski Husband and Wife ("Borrower") executed a certain mortgage dated 2/24/2006, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 3/23/2006, as Instrument No. 0608255278, 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:

**5953 West Foster Avenue, Chicago, IL 60630**

WHEREAS, the New Lender desires to make a loan in the amount of \$141,000.00 (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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# UNOFFICIAL COPY

NATIONAL CITY BANK

By:         *CA*          
Name: Catherine Thompson  
Title: Assistant Vice President

Signed and Acknowledged in the Presence of:

        *Marcia Afton*          
Marcia Afton, witness  
        *K. Stafford*          
Kourtney Stafford, witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 8th day of October, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Bank and acknowledged the execution of the foregoing Agreement.

        *John McGonegal*          
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 Marcia Afton, National City Bank

Please return to:

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

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ACQUEST TITLE SERVICES, LLC

2700 West Higgins Road, Suite 110, Hoffman Estates, IL, 60169

AS AGENT FOR

Lawyers Title Insurance Corporation

Commitment Number: 2009090303

### SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Lot 35 and the East 10 feet of Lot 36 in Zelosky's Colonial Gardens subdivision of the West 1/2 of the Southeast 1/4 of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 13-08-400-053

FOR INFORMATION PURPOSES ONLY:  
THE SUBJECT LAND IS COMMONLY KNOWN AS:

5953 West Foster Avenue  
Chicago, IL 60630