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RECORDED AT REQUEST OF

PRO TITLE GROUP, INC
15W060 N. FRONTAGE ROAD
BURR RIDGE, IL 60527



Doc#: 0932108028 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/17/2009 07:24 AM Pg: 1 of 4

WHEN RECORDED MAIL TO

PRO TITLE GROUP, INC
15W060 N. FRONTAGE ROAD
BURR RIDGE, IL 60527

SUBORDINATION AGREEMENT

Property of Cook County Clerk's Office

909/149 Cook

PRO TITLE GROUP, INC

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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 MORTGAGE DIRECT INC ("New Lender") on October 15, 2009.

RECITALS

WHEREAS, CYNTHIA M INZAURO-MOIR AND ROBERT MOIR HUSBAND AND WIFE ("Borrower") executed a certain mortgage dated 11/1/2007, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 1/28/2008, as Instrument No. 0802804177, 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:

3908 CATALPA COURT, TINLEY PARK, IL 60487

WHEREAS, the New Lender desires to make a loan in the amount of \$229,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 10/23/2009

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.

PRO TITLE GROUP, INC

909149 2009

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NATIONAL CITY BANK

Signed and Acknowledged in the Presence of:

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

John McGonegal
John McGonegal, witness
Kristen Hubbard
Kristen Hubbard, witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of October, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Bank and acknowledged the execution of the foregoing Agreement.

Mary A. Marotta
Notary Public: Mary A. Marotta
My Commission Expires: February 6, 2012
County Of Residence: Cuyahoga



Mary A. Marotta
Notary Public, State of Ohio
My Commission Exp. 2-6-12

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

Cook County Clerk's Office

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LEGAL DESCRIPTION "EXHIBIT A"

LEGAL DESCRIPTION: LOT 61 IN TIMBERS EDGE, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/K/A: 8908 CATALPA COURT, TINLEY PARK, IL 60487

P.I.N.: 27-27-404-021

PROPERTY ADDRESS: 8908 CATALPA COURT TINLEY PARK IL 60487

TAX NUMBER: 27-27-404-021

Property of Cook County Clerk's Office