

# UNOFFICIAL COPY



0-134315006

NATIONAL LINK  
4000 INDUSTRIAL BLVD  
ALIQUIPPA, PA 15001  
209693

Doc#: 0934315006 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/09/2009 08:50 AM Pg: 1 of 4

Property of Cook County Clerk's Office

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**SUBORDINATION**  
DOCUMENT TITLE

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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 (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 ("New Lender") on September 24, 2009.

### RECITALS

WHEREAS, JOZEFA GROMALA AND TOMASZ GROMALA, WIFE AND HUSBAND ("Borrower") executed a certain mortgage dated 3/28/2006, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 4/13/2006, as Instrument No. 0610335126, 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:

**5023 N Nashville Ave, Chicago, IL 60656**  
**13-07-413-028-0000**

WHEREAS, the New Lender desires to make a loan in the amount of \$144,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 10-27-2009.

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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P3  
N-ND  
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NATIONAL CITY BANK

By: KClemenich  
Name: Kelly Clemenich  
Title: Officer

Signed and Acknowledged in the Presence of:

Diana Finnemore  
Diana Finnemore, witness

Don Clevenger  
Don Clevenger, witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 24th day of September, 2009 personally appeared Kelly Clemenich as Officer 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 Diana Finnemore, National City Bank

Please return to:

**NATIONAL CITY BANK**  
Lending Services  
ATTN: Diana Finnemore  
6750 Miller Road, Loc C1-7116  
Brecksville OH 44141

*National Link*  
4400 Industrial Blvd  
Aliquippa, PA 15001

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## Exhibit "A" Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS LOT 355 IN BIG OAKS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID: 13-07-413-028

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Issued At: Registered Title Insurance Agent:

NationalLink  
400 Corporation Drive  
Aliquippa, PA 15001