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Doc#: 0934513019 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/11/2009 03:00 PM Pg: 1 of 4

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

After Recording Mail To:
NationalLink
4000 Industrial Blvd
Aliquippa, PA 15001
Order # 213819

Subordination
DOCUMENT TITLE

Property of Cook County Clerk's Office

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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 National City Mortgage, a division of National City Bank ("New Lender") on October 23, 2009.

RECITALS

WHEREAS, DAVID A. BARAN AND JERALYN BARAN, HUSBAND AND WIFE ("Borrower") executed a certain mortgage dated 9/28/2006, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 10/24/2006, as Instrument No. 0629745017, 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:

2144 Thornwood Ave, Wilmette, IL 60091
05-28-303-041-0000

WHEREAS, the New Lender desires to make a loan in the amount of \$417,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 11-25-09.

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: Kelly Clemenich
Name: Kelly Clemenich
Title: Officer

Signed and Acknowledged in the Presence of:

Marcia Afton
Marcia Afton, witness

Kourtney Stafford
Kourtney Stafford, witness

STATE OF OHIO

County of Cuyahoga

} SS

Before me, the undersigned, a Notary Public in and for said County and State, this 23rd day of October, 2009 personally appeared Kelly Clemenich as Officer of National City Bank and acknowledged to the execution of the foregoing Agreement.

Cynthia Peskura
Notary Public: Cynthia Peskura
My Commission Expires: October 19, 2013
County Of Residence: Lorain



CYNTHIA PESKURA
Notary Public
In and for the State of Ohio
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 01-7116
Brecksville OH 44141

Superior Cook County Clerk's Office

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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 THE WEST 50 FEET OF LOT 67 IN MANUS LAKE SHORE HIGHLANDS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID: 05-28-303-041

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