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Doc#: 0936419076 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/30/2009 02:59 PM Pg: 1 of 4

(SPACE ABOVE FOR RECORDER'S USE ONLY)

### Subordination Cover Page

PILLSBURY, Andrew & Karen

December 10, 2009

After Recording Return to:

BCHH Inc

1000 Cliff Mine Road

Suite 390

Pittsburgh, Pa 15275

Property of Cook County Clerk's Office

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P-4  
M-Y  
HP

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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 GUARANTEED RATE INC ("New Lender") on September 17, 2009.

### RECITALS

WHEREAS, ANDREW P. PILLSBURY AKA ANDREW PILLSBURY AND KAREN ANN PILLSBURY, AKA KAREN DEMARS; HUSBAND AND WIFE ("Borrower") executed a certain mortgage dated 3/11/2005, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 4/1/2005, as Instrument No. 0509111208, 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:

**1708 W WABANSIA AVE, CHICAGO, IL 60622**  
**14-31-421-030-0000**

WHEREAS, the New Lender desires to make a loan in the amount of \$175,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 12-30-09.

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: *C. Thompson*  
Name: Catherine Thompson  
Title: Assistant Vice President

Signed and Acknowledged in the Presence of:

*Kristen Hubbard*  
Kristen Hubbard, 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 17th day of September, 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 Kristen Hubbard, National City Bank

Please return to:

**NATIONAL CITY BANK**  
Lending Services  
ATTN: Kristen Hubbard  
6750 Miller Road, Loc 01-7115  
Brecksville OH 44141

*Dianna Cook County Clerk's Office*

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LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF COOK, AND STATE OF ILLINOIS AND BEING DESCRIBED IN A DEED DATED 02/20/2009 AND RECORDED 02/24/2009 AS INSTRUMENT NUMBER 0905550012 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

LOT 91 IN ROSE'S SUBDIVISION OF BLOCK 27 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL NO. 14-31-421-030-0000

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