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NATIONAL LINK
4000 INDUSTRIAL BLVD
ALQUIPPA, PA 15001
209401



Doc#: 1000717001 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/07/2010 08:25 AM Pg: 1 of 4

Property of Cook County Clerk's Office

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

SUBORDINATION
DOCUMENT TITLE

S-X
P-4
MY
MP

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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 December 09, 2009.

RECITALS

WHEREAS, WESTERN SPRINGS NATIONAL BANK AND TRUST, NOT PERSONALLY, BUT SOLEY AS TRUSTEE UNDER A TRUST AGREEMENT DATED 11/25/98 AND KNOWN AS TRUST NO. 3672 ("Borrower") executed a certain mortgage dated 10/12/2007, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 10/22/2007, as Instrument No. 0729546111, 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

**405 50TH PL, WESTERN SPRINGS, IL 60558
18-08-318-059-0000**

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 10-26-08.

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

Signed and Acknowledged in the Presence of:

By: Kelly Clemenich
Name: Kelly Clemenich
Title: Officer

Marcia Afton
Marcia Afton, witness
Leslie Anderson
Leslie Anderson, witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 9th day of December, 2009 personally appeared Kelly Clemenich as Officer of National City Bank and acknowledged 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

Property of 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 5 FEET OF LOT 40, AS MEASURED PARALLEL TO THE WEST LOT LINE OF LOT 40 AND LOT 41 (EXCEPT THE WEST 5 FEET THEREOF) IN BLOCK 10 IN SPRINGDALE UNIT NO. 3, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT "A" IN SPRINGDALE UNIT NO. 2, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 8 AFORESAID, ACCORDING TO THE PLAT OF SAID SPRINGDALE UNIT NO. 3, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 16, 1959, AS DOCUMENT NO. 1886018, IN COOK COUNTY, ILLINOIS.

Tax ID: 18-03-318-059

Issued At: Registered Title Insurance Agent:

NationalLink
400 Corporation Drive
Aliquippa, PA 15001

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