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FILE NO. 4399611
(2/2)

Doc#: 1006847015 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/09/2010 09:39 AM Pg: 1 of 4

Cook COUNTY

2-24
GIT

TYPE OF DOCUMENT:

Subordination Agreement

Greater Illinois Title
300 E. Roosevelt Road
Wheaton, IL 60187

Property of Cook County Clerk's Office

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SUBORDINATION AGREEMENT (DEED OF TRUST)

4399611 MW 21

This Subordination Agreement ("Agreement") is entered into by **PNC Bank, National Association, as successor by merger to National City Bank**, for itself and/or its successors and assigns (or, **PNC Bank, National Association, as successor by merger to National City Bank**, for itself and/or its successors and assigns, as successor in interest to) ("Subordinating Beneficiary"), and **CitiMortgage Inc.** ("New Lender") on **02/08/2010**.

RECITALS

WHEREAS, **JOHN ENDICOTT and ANN TUCKER HUSBAND AND WIFE** ("Borrower") executed a certain deed of trust dated **03/09/2007**, in favor of **PNC Bank, National Association, as successor by merger to National City Bank** or its predecessor-in-interest identified above, which deed of trust was duly recorded on **03/15/2007**, in Record No. _____ on Page _____, as Instrument No. **0707447140**, in the **Cook** County Recorder's Office, State of **IL** ("Existing Deed of Trust"), with respect to the property ("Property"), described in Exhibit A (attached hereto and incorporated herein), the address and permanent parcel number for which are:

1528 Princeton Lane, Schaumburg, IL 60193

WHEREAS, the New Lender desires to make a loan in the amount of **\$256,289.00** (the "New Loan") to be secured by a deed of trust on the Property (the "New Deed of Trust"), which New Deed of Trust is dated **2-6-10**.

WHEREAS, in order to make the New Loan, New Lender has requested subordination of the lien of the Existing Deed of Trust to the lien of the New Deed of Trust, and Subordinating Beneficiary is hereby willing to subordinate the lien of the Existing Deed of Trust to the lien of the New Deed of Trust, to the extent of the New Loan, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of these premises, Subordinating Beneficiary and New Lender agree as follows:


1. The lien of the Existing Deed of Trust is hereby subordinated and postponed in priority to the lien of the New Deed of Trust, in the same manner and with like effect as though the New Deed of Trust had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Deed of Trust. Notwithstanding the foregoing, the subordination, as described herein, does not extend to (i) any future advance clause contained in the New Deed of Trust; (ii) any future advance of funds to Borrower by New Lender except for advances under the New Deed of Trust 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.

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2. The subordination, as described herein, is expressly subject to the valid creation, grant, attachment and perfection of the lien of the New Deed of Trust, and nothing contained herein shall be construed to alter or release indebtedness due and owing to the Subordinating Beneficiary under any obligations secured by the Existing Deed of Trust, and Subordinating Beneficiary specifically reserves and retains all right, title and interest that it holds pursuant to the Existing Deed of Trust, 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 Beneficiary. Any modification of the New Loan without the prior written consent of Subordinating Beneficiary shall render this Agreement null and void and of no further force and effect.

PNC Bank, National Association, as successor by merger to National City Bank

By: 
Name: **Linda Meyer**
Title: **Vice President**

Signed and Acknowledged in the Presence of:


Erin Frameli, Witness


Felicia Hood, Witness

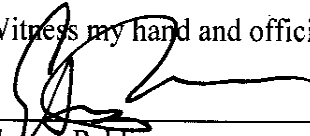
STATE OF OHIO

} SS

County of Cuyahoga

On the 8th February 2010, before me, the undersigned, a Notary Public, personally appeared **Linda Meyer, Vice President**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Notary Public:
My Commission Expires:
County Of Residence:



CYNTHIA PESKURA
Notary Public
In and for the State of Ohio
My Commission Expires
October 19, 2013

This instrument prepared by **Erin Frameli, PNC Bank, National Association, as successor by merger to National City Bank.**

Please return to:

PNC Bank
ATTN: Erin Frameli
6750 Miller Road, Loc BR-YB58-01-B
Brecksville OH 44141

Approval Deed 091112

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ORDER NO.: 1301 - 004399611
ESCROW NO.: 1301 - 004399611

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STREET ADDRESS: 1528 PRINCETON LANE
CITY: SCHAUMBURG **ZIP CODE:** 60193-3309 **COUNTY:** COOK
TAX NUMBER: 07-29-402-014-0000

Property of Cook County Clerk's Office

Exhibit A'

LEGAL DESCRIPTION:

LOT 6014 IN SECTION 1 IN WEATHERSFIELD UNIT NO. 6, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 16, 1966 AS DOCUMENT NO. 19767895, IN COOK COUNTY, ILLINOIS.