UNOFFICIAL COPY

Prepared By: PNC Bank

ATTN: Erin Frameli

6750 Miller Road, Loc BR-YB58-01-B

Brecksville, OH 44141

Recording Requested by: LSI When Recorded Mail to:

Attn: Custom Recording Solutions

2550 N. Red Hill Ave. Santa Ana, CA 92705 800-756-3524 ext. 5011

APN#: 1812420009 CRS#: 7475761

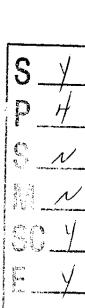


Doc#: 1007003011 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 03/11/2010 10:07 AM Pg: 1 of 4

OF COOK COUNTY CLERK'S OFFICE SUBORDINATION AGREEMENT



1007003011 Page: 2 of 4

UNOFFICIAL COPY

SUBORDINATION AGREEMENT (MORTGAGE)

This Subordination Agreement ("Agreement") is entered into by PNC Bank,
National Association, as successor by merger to National City Bank, successor by
merger to MidAmerica Bank FSB, for itself and/or its successors and assigns
("Subordinating Mortgagee"), and Wells Fargo Bank, N.A. ("New Lender") on
02/10/2010.

RECITALS

W.F.F.REAS, LILA PLUKARSKA ("Borrower") executed a certain mortgage dated 11/03/2601, in favor of PNC Bank, National Association, as successor by merger to National City Sank, successor by merger to MidAmerica Bank FSB or its predecessor-in-interest identified above, which mortgage was duly recorded on 07/11/2003, Record No. _____ on Page _____, as Instrument No. 0319246372, in the COOK County Recorder's Office, State of IL ("Existing Mortgage"), with respect to the property ("Property"), described in Exhibit A (attached hereto and incorporated herein), the address and permanent parce number for which are:

5330 S F.UNT. SUMMIT, IL 60501 1812420009

WHEREAS, the New Lender desires to make a loan in the amount of \$112,682.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated FERMAN, 26, 2010

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 Existing Mortgage, and Subordinating Mortgage 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, Subordinaura 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

UNOFFICIAL COPY

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 y ruten consent of Subordinating Mortgagee shall render this Agreement null and void and of no further force and effect.

void and of no further force and effect.
word and the second by merger to National City Bank,
PNC Bank, National Association, as successor by merger to National City Bank,
successor by herger to wind America Signed and Acknowledged in the Presence of:
By: Franchi
Frin Frameli Witness
Name: Linda Meyer
Title: Vice President
Felicia Hood, Witness
THE OF OURO
STATE OF OHIO SS
County of Cuyahoga County of Cuyahoga Notary Public is and for said County and State, this
County of Cuyahoga Before me, the undersigned, a Notary Public in and for said County and State, this Before me, the undersigned, a Notary Public in and for said County and State, this Before me, the undersigned, a Notary Public in and for said County and State, this
personally appeared Mational City Bank.
Bank, National Association, as successor by merger to National City Bank, Bank, National Association, as successor by merger to National City Bank, Bank, National Association, as successor by merger to National City Bank,
Successor by merger to MidAtticries 233
the foregoing Agreement.
John McGenegal
Nutaly Public, State of Only
Notary Public: JOHN MCGANET My Commission Exp. 6-28-12
My Commission Expires: 6/28/2012
County Of Residence:
This instrument prepared by Erin Frameli, PNC Bank, National Association, as This instrument prepared by Erin Frameli, PNC Bank, National Association, as
This instrument prepared by <u>Erin Frameli</u> , <u>PNC Bank, National Association as successor by merger to National City Bank, successor by merger to MidAmerica</u>
Bank FSB.

PNC Bank

Please return to:

PNC Bank

ATTN: Erin Frameli

6750 Miller Road, Loc BR-YB58-01-B

Brecksville OH 44141

1007003011 Page: 4 of 4

UNOFFICIAL COPY

Order ID: 7478761 Loan No.: 0120047717

EXHIBIT A LEGAL DESCRIPTION

The following asscribed property:

Lot 28 in Blasius E. Oremus Orchard Subdivision, being all that part lying North of the North line of Hanover Street extender of Lot 40 of County Clerks Division of Lots 3, 4 and 5 of County Clerk's division of the West 1/2 of the Southeast 1/4 of Section 12, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel Number:

1812 420009