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Doc#: 1008215027 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/23/2010 10:14 AM Pg: 1 of 4

Property of Cook County Clerk's Office

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Subordination
DOCUMENT TITLE

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SO	<u>Y</u>
E	<u>Y</u>
MT	<u>Y, D</u>

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SUBORDINATION AGREEMENT (DEED OF TRUST)

This Subordination Agreement ("Agreement") is entered into by **PNC BANK, N.A., AS SUCCESSOR BY MERGER TO NATIONAL CITY BANK**, for itself and/or its successors and assigns (or, **PNC BANK, N.A., AS SUCCESSOR BY MERGER TO NATIONAL CITY BANK**, for itself and/or its successors and assigns, as successor in interest to) ("Subordinating Beneficiary"), and **PNC BANK, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION** ("New Lender") on 12/31/2009.

RECITALS

WHEREAS, **PETER M FABER** ("Borrower") executed a certain deed of trust dated **03/30/2007**, in favor of **PNC BANK, N.A., AS SUCCESSOR BY MERGER TO NATIONAL CITY BANK** or its predecessor-in-interest identified above, which deed of trust was duly recorded on **04/10/2007**, in Record No. _____ on Page _____, as Instrument No. **0710006022**, 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:

4733 N Clark Street, Apt 3S, Chicago, IL 60640
14-17-101-043-1004 14-17-101-043-1011

WHEREAS, the New Lender desires to make a loan in the amount of **\$316,000.00** (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 2/5/2010.

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, N.A., AS SUCCESSOR BY MERGER TO NATIONAL CITY BANK

By: *Ana Quinones*
Name: **Ana Quinones**
Title: **Officer**

Signed and Acknowledged in the Presence of:
Mary A Marotta
Mary A Marotta, Witness
Kristen Hubbard
Kristen Hubbard, Witness

STATE OF OHIO

} SS

County of Cuyahoga

On the 31st day of Dec 2019 before me, the undersigned, a Notary Public, personally appeared **Ana Quinones, Officer**, 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.

John McGoragal
Notary Public:
My Commission Expires:
County Of Residence:



John McGoragal
Notary Public, State of Ohio
My Commission Exp. 6-28-12

This instrument prepared by **Mary A Marotta, PNC BANK, N.A., AS SUCCESSOR BY MERGER TO NATIONAL CITY BANK.**

Please return to:

~~PNC Bank National Link~~
ATTN: ~~Mary A Marotta~~ 4000 Industrial Blvd
~~6750 Miller Road, Loc BR-YB58-01-B~~
~~Brecksville OH 44141~~ Aliquippa PA 15001

Approval Deed 091112

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Exhibit "A" Legal Description

ALL THAT CERTAIN CONDOMINIUM UNIT SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS UNITS 3-S AND G-4 IN 4733 CHASE PARK COMMONS CONDOMINIUM, AS DELINEATED ON A SURVEY; WHICH SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0702615052, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Tax/Parcel ID: 14-17-101-043-1004
14-17-101-043-1011

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