

# UNOFFICIAL COPY



1009817019

Doc#: 1009817019 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/08/2010 11:11 AM Pg: 1 of 4

Property of Cook County Clerk's Office

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Subordination  
DOCUMENT TITLE

S	<u>Y</u>
P	<u>Y</u>
S	<u>N</u>
M	<u>N</u>
SC	<u>Y</u>
E	<u>Y</u>
INT	<u>Y/W</u>

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## SUBORDINATION AGREEMENT (MORTGAGE)

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 ("Subordinating Mortgagee"), and PNC Mortgage, a division of PNC Bank National Association ("New Lender") on 02/18/2010.

### RECITALS

WHEREAS, BARTOSZ DWORZANCZYK unmarried individual ("Borrower") executed a certain mortgage dated 04/02/2009, in favor of PNC Bank, National Association, as successor by merger to National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 04/15/2009, Record No. \_\_\_\_\_ on Page \_\_\_\_\_, as Instrument No. 0910557246, 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 parcel number for which are:

7929 W GRAND AVE #404, ELMWOOD PARK, IL 60707  
12-26-320-054-1025

WHEREAS, the New Lender desires to make a loan in the amount of \$47,300.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 3/11/2010.

Recorded 3/12/2010 1007115051  
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

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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.

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

By: Kelly Clemenich  
Name: **Kelly Clemenich**  
Title: **Officer**

Signed and Acknowledged in the Presence of:

Gina Tatum  
**Gina Tatum**, Witness

Felicia Hood  
**Felicia Hood**, Witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 18, FEB 2010 personally appeared **Kelly Clemenich** as **Officer** of **PNC Bank, National Association, as successor by merger to National City Bank** and acknowledged the execution of the foregoing Agreement.

John McGonegal  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
County Of Residence: \_\_\_\_\_



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

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

Please return to:

**PNC Bank** National Link  
ATTN: Felicia Hood 4000 Industrial Blvd  
6750 Miller Road, Loc BR-YB58-01-B Alliquippa PA 15001  
Brecksville OH 44141

Approval Mtg 091112

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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 FOLLOWS:

PARCEL 1:

UNIT NUMBER 404 IN THE 7929 W. GRAND AVENUE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 7, 8, 9 (EXCEPT THE EAST 12.50 FEET THEREOF) IN MONT CLARE HOME ADDITION, SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM EXECUTED June 20, 2001 BY LOULEE, INC. AN ILLINOIS CORPORATION AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON June 21, 2001 AS DOCUMENT NO. 0010546378, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF LIMITED COMMON ELEMENTS KNOWN AS PARKING #11 AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 10546378.

Tax ID: 12-25-320-054-1025

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Issued At: Registered Title Insurance Agent:

NationalLink  
400 Corporation Drive  
Aliquippa, PA 15001