



Doc#: 1011010022 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/20/2010 10:29 AM Pg: 1 of 3

**SUBORDINATION AGREEMENT  
(MORTGAGE)**

200021

This Subordination Agreement ("Agreement") is entered into by **PNC BANK, NA, 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, N.A.** ("New Lender") on **03/25/2010**.

**RECITALS**

WHEREAS, **THOMAS JOHN and MERCY JOSEPH Husband and Wife** ("Borrower") executed a certain mortgage dated **02/26/2004**, in favor of **PNC BANK, NA, AS SUCCESSOR BY MERGER TO NATIONAL CITY BANK** or its predecessor-in-interest identified above, which mortgage was duly recorded on **03/09/2004**, Record No. on Page \_\_\_\_\_, as Instrument No. **0406904188**, 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:

**560 Wakiiki Dr, Des Plaines, IL 60016**  
**09-07-219-023**

WHEREAS, the New Lender desires to make a loan in the amount of **\$217,600.00** (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated **March 20, 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 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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DR

# UNOFFICIAL COPY

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, NA, AS SUCCESSOR BY MERGER TO NATIONAL CITY BANK**

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

Signed and Acknowledged in the Presence of:

Kristen Hubbard  
**Kristen Hubbard**, Witness

Demetra Hall  
**Demetra Hall**, Witness

STATE OF OHIO

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County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this MAR 25 2010 personally appeared **Kelly Clemenich** as **Officer** of **PNC BANK, NA, AS SUCCESSOR BY MERGER TO NATIONAL CITY BANK** and acknowledged the execution of the foregoing Agreement.

John McGonegal  
Notary Public: John McGonegal  
My Commission Expires: 6/28/12  
County Of Residence: Cuyahoga



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

This instrument prepared by **Kristen Hubbard, PNC BANK, NA, AS SUCCESSOR BY MERGER TO NATIONAL CITY BANK.**

Please return to:

**United Lender Services Corp.**  
2000 Cliff Mine Road, Suite 610  
Park West Two  
Pittsburgh, PA 15275

**PNC Bank**  
**ATTN: Kristen Hubbard**  
**6750 Miller Road, Loc BR-YB58-01-B**  
**Brecksville OH 44141**

Approval Mtg 091112

# UNOFFICIAL COPY

Exhibit A

LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF COOK, AND STATE OF ILLINOIS AND BEING DESCRIBED IN A DEED DATED 05/01/2002 AND RECORDED 06/07/2002 IN BOOK 4208 PAGE 208 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

LOT 33 IN DES PLAINES TERRACE UNIT 4, A SUBDIVISION IN PART OF LOT 2 IN CONRAD MOEHLING'S SUBDIVISION IN THE WEST 1/2 OF SECTION 8, AND THE EAST 1/2, OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL NO. 09-07-219-023-0000

Property of Cook County Clerk's Office