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1011304014

Doc#: 1011304014 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/23/2010 08:26 AM Pg: 1 of 4

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

After Recording Mail To:
NationalLink
4000 Industrial Blvd
Aliquippa, PA 15001
Order #

Subordination
DOCUMENT TITLE

Property of Cook County Clerk's Office

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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, successor by merger to MidAmerica Bank FSB, for itself and/or its successors and assigns ("Subordinating Mortgagee"), and PNC Mortgage, a division of PNC Bank, National Association ("New Lender") on 03/08/2010.

RECITALS

WHEREAS, ADAM KIETA and KATARZYNA KIETA ("Borrower") executed a certain mortgage dated 03/01/2007, in favor of PNC Bank, National Association, as successor by merger to National City Bank, successor by merger to MidAmerica Bank FSB or its predecessor-in-interest identified above, which mortgage was duly recorded on 03/29/2007, Record No. _____ on Page _____, as Instrument No. 0708815013, in the COCK 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:

1712 N ASPEN DR, MOUNT PROSPECT, IL 60056

WHEREAS, the New Lender desires to make a loan in the amount of \$261,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 3/12/10.

Recorded 3/30/2010 11008915047
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

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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 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, successor by merger to MidAmerica Bank FSB

By: [Signature]
Name: **Linda Meyer**
Title: **Vice President**

Signed and Acknowledged in the Presence of:
[Signature]
Erin Frameli, Witness
[Signature]
Janeen Gainer, Witness

STATE OF OHIO } SS
County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this **MAR 08 2010** personally appeared **Linda Meyer as Vice President of PNC Bank, National Association, as successor by merger to National City Bank, successor by merger to MidAmerica Bank FSB** and acknowledged the execution of the foregoing Agreement.

[Signature]
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 **Erin Frameli, PNC Bank, National Association, as successor by merger to National City Bank, successor by merger to MidAmerica Bank FSB.**

Please return to:
PNC Bank ~~National Link~~
ATTN: Erin Frameli 4000 Industrial Blvd
6750 Miller Road, Loc BR-YB58-01-B
Brecksville OH 44141 Aliquippa PA 15001

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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:

LOT 239 IN BRICKMAN MANOR, THIRD ADDITION UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON February 10, 1965 AS DOCUMENT NUMBER T2196193.

BEING MORE FULLY DESCRIBED IN DEED DOCUMENT #97517426, DATED 06/19/1997, RECORDED 07/18/1997, IN COOK COUNTY RECORDS.

Tax ID: 03-24-314-009

Property of Cook County Clerk's Office