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Doc#: 1018255029 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/01/2010 02:24 PM Pg: 1 of 5

Property of Cook County Clerk's Office

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**Deal No:** ABT 5820

**Title of Document:** Subordination

**Date of Document:** June 17<sup>th</sup> 2010

**Name of Grantor(s):** PNC Bank  
**Address of Grantor(s):** ATTN: Marcia Afton  
6750 Miller Road, Loc BR-YB53-01-B  
Brecksville, OH 44141

**Name of Grantee:** American Bank & Trust Company, AN, A corporation  
**Address of Grantee:** 1600 4<sup>th</sup> Avenue  
Rock Island, IL 61201

**Legal Description:** Refer to page 3/

**Page numbers:** 3/

**Return To:**  
**Illinois Title Professionals Inc.**  
**1011 Warrenville Rd. Ste 20**  
**Lisle, IL. 60532**

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## SUBORDINATION AGREEMENT (DEED OF TRUST)

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 (or, PNC Bank, National Association, as successor by merger to National City Bank, for itself and/or its successors and assigns, as successor in interest to ) ("Subordinating Beneficiary"), and American Bank & Trust Co, NA ("New Lender") on 06/04/2010.

### RECITALS

WHEREAS, THOMAS M HEIN and PATRICIA D HEIN ("Borrower") executed a certain deed of trust dated 07/09/2007, in favor of PNC Bank, National Association, as successor by merger to National City Bank or its predecessor-in-interest identified above, which deed of trust was duly recorded on 08/08/2007, in Record No. \_\_\_\_\_ on Page \_\_\_\_\_, as Instrument No. 0722042113, in the \_\_\_\_\_ 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:

207 S RAMMER, Arlington Heights, IL 60004

WHEREAS, the New Lender desires to make a loan in the amount of \$254,500.00 (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 June 17, 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, 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:

*Diana Finnemore*  
**Diana Finnemore**, Witness

*Don Clevenger*  
**Don Clevenger**, Witness

STATE OF OHIO

} SS

County of Cuyahoga

On the JUN - 4 2010, before me, the undersigned, a Notary Public, personally appeared **Kelly Clemenich, 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.

*Mary A. Marotta*  
Notary Public:  
My Commission Expires:  
County Of Residence:



Mary A. Marotta  
Notary Public State of Ohio  
My Commission Exp 2-6-12

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

Please return to:

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

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Approval Deed 091112

Property of Cook County Clerk's Office

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## PROPERTY DESCRIPTION

*The land referred to in this Commitment is described as follows:*

LOT 38 IN STOLTZNER'S GREENVIEW ESTATES THIRD ADDITION BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE EAST THREE QUARTERS OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 7, 1959 AS DOCUMENT NUMBER 1890124

P.I.N. 03-33-217-006-0000

Property Commonly Known As:

207 SOUTH RAMMER  
ARLINGTON HEIGHTS, IL 60004