# 30/00/1413 BA

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Doc#: 1021616035 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/04/2010 01:30 PM Pg: 1 of 4

Above space for Recorder's Use Only

# RECORDING COVER PAGE

☐ SUBORDINATION AGREFMENT (MORTGAGE) The Control of the Co

\* Please note: This cover page has been attached to the document for recording purposes. It is a permanent part of the document and has been included in the page count.

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# SUBORDINATION AGREEMENT (MORTGAGE)

This Subordination Agreement ("Agreement") is entered into by <u>PNC Bank</u>, <u>National Association</u>, <u>as successor by merger to National City Bank</u>, for itself and/or its successors and assigns ("Subordinating Mortgagee"), and <u>PNC Mortgage</u>, a <u>Division of PNC Bank N.A.</u> ("New Lender") on <u>06/24/2010</u>.

### RECITALS

". HEREAS, AMANDA BONNELL and TRENTON BONNELL ("Borrower")		
executed a certain mortgage dated <u>07/22/2009</u> , in favor of <u>PNC Bank, National</u>		
Association, as successor by merger to National City Bank or its predecessor-in-		
interest identified above, which mortgage was duly recorded on <u>07/27/2009</u> , Record No.		
on Page, as Instrument No. 0920833053, in the Cook County Recorder's Office,		
State of <u>IL</u> ("Existing Mortgage"), with respect to the property ("Property"), described in		
Exhibit A (attached here to and incorporated herein), the address and permanent parcel		
number for which are:		

### 120 Bertling Ln, Winnetka, IL 60093

WHEREAS, the New Lender desires to	make a loan in the amount of
\$417,000.00 (the "New Loan") to be secured b	y a mortgage on the Property (the "New
Mortgage"), which New Mortgage is dated	1/24/10

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 Mortgage is hereby willing to subordinate the iso 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: 2 D2	Skened and Acknowledged in the Presence of:	
Name: Cathering G. Thompson	Diana Finnemore, Witness	
Title: Assistant Vice President	State Timemore, Witness	
	Men	
Ox	Don Elevenger, Witness	
STATE OF OHIO		
County of Cuyahoga		
Before me, the undersigned, a Notary	Public in and for said County and State, this red <u>Catherine G. Thompson</u> as <u>Assistant</u>	
Vice President of PNC Bank, National A	SSOciation as successor by morney to	
National City Bank and acknowledged th	e execution ( the foregoing A group out	
Notary Public:	John McGonegal	
My Commission Expires:  County Of Residence:	Inctary Public, State of Onle My Commission Exp. 6-28-12	
This instrument prepared by Marcia Afton, PNC Bank, National Association, as successor by merger to National City Bank.		
ATT	Bank N: Marcia Afton Miller Road, Loc BR-YB58-01-B	
	ssville OH 44141	

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### **EXHIBIT A**

### LEGAL DESCRIPTION

Legal Description: LOT 30 IN TRIER CENTER NEIGHBORHOOD SUBDIVISION, BEING A SUBDIVISION OF 7 IN THE CIRCUIT COURT PARTITION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 05-21-413-007-0000

Property Address: 120 Bertling ane, Winnetka, IL, 60093