SUBORDINATION AGREEMENT (MORTGAGE)

Doc#: 1022341028 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/11/2010 12:00 PM Pg: 1 of 3

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 Astoria ("New Lender") on 07/14/2010.

RECITALS

whereas, <u>Andrew Bloomer and Elizabeth Bloomer</u> ("Borrower") executed a certain mortgage dated <u>01/26/2006</u>, in favor of <u>PNC Bank</u>, <u>National Association</u>, <u>successor by merger to National City Bank</u> or its predecessor-in-interest identified above, which mortgage was duly recorded on <u>02/15/2006</u>, Record No. on Page _____, as Instrument No. <u>0604602112</u>, in the <u>COOK</u> County Recorder's Office, State of <u>IL</u> ("Existing Mortgage"), with respect to the property ("Property"), described in Exhibit A (attached hereic and incorporated herein), the address and permanent parcel number for which are:

4552 N SEFLEY AVE, CHICAGO, IL 60625

WHEREAS, the New Lender desires to make a loan in the amount of \$997,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated

WHEREAS, in order to make the New Loan, New Levider 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 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	n, as successor by merger to National City Bank	
By	Signed and Acknowledged in the Presence of:	
The Me	- Mul	
Name: Linda Meyer	Don Glevenger, Witness	
Title: Vice Presider t		
0.0	and	
9/-	Cynthia Peskura, Witness	
STATE OF OHIO		
}	22	
County of Cuyahoga	Ci	
Defens me the understand	a Notary Dublic in and for said County and State, this	
	a Notary Pub'ic in and for said County and State, this lly appeared Linda Mayer as Vice President of PNC	
	successor by merger to National City Bank and	
acknowledged the execution of th		
acknowledged the execution of the	c folegoing Agreement.	
an Mc Immer	ARIALO	
Notary Public:	John McGonegal	
My Commission Expires:	* Notary Public, State of Onto)
County Of Residence:	My Complisation Exp. 8-28-1	2
•	ALE OF CIE	
This instrument prepared by Just	in Pope, PNC Bank, National Association, as	
successor by merger to Nation	al City Bank .	
Please return to:	PNC Bank	

ATTN: Justin Pope

Brecksville OH 44141

6750 Miller Road, Loc BR-YB58-01-B

Approval Mtg 091112

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STREET ADDRESS: 4552 NORTH SEELEY AVENUE

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 14-18-127-016-0000

LEGAL DESCRIPTION:

- LOT 1 IN ALONZO C. WOOD SUBDIVISION OF LOTS 1 AND 2 IN SUBDIVISION OF LOT 1 IN BLOCK 8 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office

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