



Doc#: 1024540065 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/02/2010 11:21 AM Pg: 1 of 3

2071739

**SUBORDINATION AGREEMENT  
(DEED OF TRUST)**

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 (or, PNC BANK, NA, AS SUCCESSOR BY MERGER TO NATIONAL CITY BANK, for itself and/or its successors and assigns, as successor in interest to ) ("Subordinating Beneficiary"), and PARAGON MORTGAGE LENDING, INC ("New Lender") on 07/15/2010.

**RECITALS**

WHEREAS, PETER A WEBER and ALISON H WEBER, Tenants by the entirety ("Borrower") executed a certain deed of trust dated 05/08/2007, in favor of PNC BANK, NA, AS SUCCESSOR BY MERGER TO NATIONAL CITY BANK or its predecessor-in-interest identified above, which deed of trust was duly recorded on 06/13/2007, in Record No. \_\_\_\_\_ on Page \_\_\_\_\_ as Instrument No. 0716413020, in the COOK 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:

4472 CLAUSEN AVENUE WESTERN SPRINGS, IL 60558

WHEREAS, the New Lender desires to make a loan in the amount of \$408,000.00 (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 AUGUST 16, 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.

S Y  
P 3  
S N  
SC Y  
INT TD

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

By:

Name: Linda Meyer  
Title: Vice President

Signed and Acknowledged in the Presence of:

Don Clevenger, Witness

Cynthia Peskura, Witness

STATE OF OHIO

} SS

County of Cuyahoga

On the 15 July 2010, before me, the undersigned, a Notary Public, personally appeared Linda Meyer, Vice President, 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.

John McGonegal  
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 Justin Pope, PNC BANK, NA, AS SUCCESSOR BY MERGER TO NATIONAL CITY BANK.

Please return to:

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

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## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: LOT 3 IN LORCH'S RESUBDIVISION OF LOT 11 IN BLOCK 6, ALSO LOT 8 IN BLOCK 7 IN RIDGE ACRES, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL, SOUTH OF THE RIGHT OF WAY OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD (EXCEPT BLOCKS 50, 52 AND 53 IN THE SUBDIVISION OF THE WEST 1/2 OF SECTION 5) IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 18-05-308-025-0000 Vol. 0077

Property Address: 4472 Clausen Avenue, Western Springs, Illinois 60558

Property of Cook County Clerk's Office