

Doc#: 1025726019 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/14/2010 08:20 AM Pg: 1 of 4

CITYWIDE

TITLE CORPORATION 850 W. JACKSON BLVD., SUITE 320 CHICAGO, IL 60607

144325 2012

RECORDING COVER PAGE

This page a keed for the purpose of affixing Recording Information.

	Deed 4
	Mortgage
X	Other Suburdination
Rer	narks: borrower(s) revor Engelhard+ \$
	errance Walzak

Citywide Title Corporation 850 W. Jackson Bivd. Unit 320 Chicago, IL 60607

SY PY SCY INTC

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SUBORDINATION AGREEMENT (MORTGAGE)

This Subordination Agreement ("Agreement") is entered into by <u>PNC BANK N.A. SUCCESSOR BY MERGER TO NATIONAL CITY BANK</u>, for itself and/or its successors and assigns ("Subordinating Mortgagee"), and <u>JP MORGAN CHASE BANK</u>, <u>N.A. ISAOA/ATIMA</u> ("New Lender") on <u>07/19/2010</u>.

RECITALS

WHEREAS, TREVOR ENGELHARDT and TERRANCE WALZAK ("Borrower") executed a certain mortgage dated 07/06/2007, in favor of PNC BANK N.A.

SUCCESSOR BY MERGER TO NATIONAL CITY BANK or its predecessor-in-interest identified above, which mortgage was duly recorded on 07/13/2007, Record No. ______ on Page _____, as instrument No. 0719405067, in the COOK County Recorder's Office, State of IL ("Existing Mortgage"), with respect to the property ("Property"), described in Exhibit A (attached herein and incorporated herein), the address and permanent parcel number for which are:

1618 COLUMBIA A /FNUE #1S, CHICAGO, IL 60626

WHEREAS, in order to make the New Loan, New Len ler 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 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.

PNG BANK N.A. SUCCESSOR BY MER	GER TO NATIONAL CITY BANK
By:	Signed and Asknowledged in the Presence of
Name: Laurie Johnston	Traci Johnson Witness
Title: Assistant Vice President	With Solid With State of State
	XNIMU VYVILLU
Ox	Sherri Shareef, Witness
STATE OF OHIO-PA COP	
} SS	\sim
STATE OF OHIO A FIGURE SS County of Cuyahoga Alleghung &	
, ,	
1) LM 19, 2010 personally appear	Public in and for said County and State, this ared Laurie Johnston as Assistant Vice
President of PNC BANK N.A. SUCCESS	SOR BY MERGER TO NATIONAL CITY
BANK and acknowledged the execution of	f the foregoing Agreement.
\mathcal{N} .	
MA MIA CHIOUNDING	COMMONA TH OF PENNSYLVANIA
Notary Public: NUNL & WOVENZA	Nicole C. Proven iarro Notary Public
My Commission Expires: 07:10-2013	My Commission Early County
County Of Residence: Highery	Member, Pennsylvania Associa on of Notaries
	-/%:
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This instrument prepared by <u>Traci</u> <u>Johnson</u>, <u>PNC BANK N.A. SUCCESSOR BY MERGER TO NATIONAL CITY BANK</u>.

And Please return to:

PNC Bank

ATTN: Traci Johnson

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

Brecksville OH 44141

Approval Mtg 091112

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File No.: 144325

EXHIBIT A

UNIT 1618-1S IN THE COLUMBIA PARC CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 22, 23 AND 24 IN MANN'S ADDITION TO ROGERS PARK, A SUBDIVISION OF PART OF THE NORTH 1/3 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. OF WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0614216011, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, in Cook County, Illinois.

PIN: 11-31-406-021-1001

MMBIA A

CONTROL

CON ADDRESS: 1618 COLUMBIA AVE. #1S, CHICAGO IL 60626