

# UNOFFICIAL COPY



Doc#: 1118619054 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/05/2011 10:47 AM Pg: 1 of 4

m5801261

FOR RECORDER'S USE ONLY

## SUBORDINATION OF MORTGAGE

THE SUBORDINATION OF MORTGAGE dated April 8, 2011 is made and executed among Cornerstone National Bank & Trust Company ("Mortgagee/Subordinating Bank"); and Fidata Service Corp., Its Successors and/or Assigns ("Lender").

**SUBORDINATED INDEBTEDNESS.** Mortgagee has extended the following described financial accommodation(s) (the "Subordinated Indebtedness") to Daniel A. Czapek and Laura Jane Czapek ("Borrower").

A Credit Agreement with a credit limit of \$70,000.00 dated October 31, 2003 with a Maturity of October 31, 2013 as modified by a Credit Agreement and Disclosure Change in Terms Agreement dated March 28, 2011, in favor of Cornerstone National Bank and Trust Company ("Mortgagee").

**SUBORDINATED MORTGAGE.** The Subordinated Indebtedness is secured by a Mortgage dated October 31, 2003 and recorded December 3, 2003, as Document Number 0333720234 as modified by Modification of Mortgage dated March 28, 2011, from Borrower to Mortgagee (the "Subordinated Mortgage") on certain premises in Cook County, Illinois.

**REAL PROPERTY DESCRIPTION.** The Subordinated Mortgage covers the following real property located in Lake County, State of Illinois:

**LOT 2 IN JOSEPHINE COURT SUBDIVISION, BEING A RESUBDIVISION OF LOT 7 AND 8 IN BLOCK 33 IN A.T. MCINTOSH AND COMPANY PALATINE ESTATES UNIT NO. 3, IN SECTION 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 2305 Josephine Court, Palatine, IL 60067  
The Real Property tax identification number is 02-27-406-016-0000

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION STATE THE FOLLOWING:

**SUBORDINATION.** The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to the Lender's Lien and the Superior Indebtedness, and it is agreed the Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Furthermore, Lender is about to lend to Borrower Two Hundred Forty Nine Thousand Six Hundred Eighty Three Dollars and 77/100 (\$249,683.77) to pay the indebtedness of Borrower to Lender (or other first mortgage to be paid off) and to obtain the release of the first mortgage in favor of Lender and in connection therewith, Borrowers shall give to Lender a Mortgage to secure the loan in the amount of 247,683.42 and dated within 30 days of April 8, 2011. See exhibit B for Mortgage schedule

**DEFAULT BY BORROWER.** If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect.

SEARCHED  
INDEXED  
SERIALIZED  
FILED  
JUL 5 2011  
COOK COUNTY CLERK'S OFFICE

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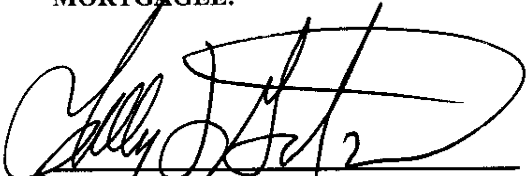
**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Subordination:

**Existing First Mortgage:** If the existing first mortgage in favor of Lender (or other lending institution), as described above, is released in full, then the mortgage in favor of Subordination Bank, shall be and is hereby subjected and subordinated and shall become in all respects subordinate and junior to the lien of the mortgage given by Borrower to Lender as collateral for the loan to pay off the existing first mortgage and to replace it with a mortgage in favor of Lender.

**Principal Increases:** Lender agrees to not increase the principal sum under the mortgage to which the Subordinating Bank hereby subordinates or to make additional advances of principal under the mortgage, without the written consent of Subordinating Bank. Notwithstanding, Subordinating Bank acknowledges that Lender has a right to interest on the unpaid principal balance of the mortgage, penalties for nonpayment thereof, and a right to recover amount expended for payment of real estate taxes, hazard insurance and costs incident to foreclosure and such items are included in this subordination.

**Amendments:** What is written in this Subordination is Mortgagee's entire agreement with Lender concerning the matters covered by this Subordination. To be effective, any change or amendment to this Subordination must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Authority:** The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interest in the Borrower's property, if any.


**MORTGAGEE:**


Phillip L. Gutmann, Vice President  
Cornerstone National Bank & Trust Company

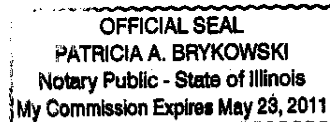
State of Illinois  
County of Cook

I, the undersigned, a Notary Public in and for the said county, in the state aforesaid, do hereby certify, that the above named personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day.



Patricia Brykowski, NOTARY PUBLIC  
Residing in McHenry County, Illinois



This Instrument Prepared By:  
**MAIL RECORDED DOCUMENT TO:**  
Laura Riegel, Retail Banking Officer  
Cornerstone National Bank & Trust Company  
P.O. Box 1249  
Palatine, IL 60078-1249

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Order Number: 3385544VT

## Legal Description

The following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

Lot 2 in Josephine Court Subdivision, being a resubdivision of Lot 7 and 8 in Block 33 in A.T. McIntosh and Company Palatine Estates Unit No. 3, in Section 27, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Also, that part of Smith Street, being a 66.00 feet strip of land dedicated and platted for public right of way purpose, by A.T. McIntosh and Co's Palatine Estates Subdivision, being a subdivision in the Southeast Quarter of Section 27, Township 42 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded March 24, 1927 as Document No. 9591352, being described as follows:

Beginning at the Southwest Corner of Lot 2 in Josephine Court Resubdivision according to the plat thereof recorded December 23, 1986 as Document No. 86613835, said point also being a point on the easterly right of way line of said Smith Street; thence westerly along a line being measured perpendicular to said easterly right of way line to a point of intersection with the centerline of said Smith Street, said centerline being a line 33.00 feet west of and parallel to said easterly right of way line of Smith Street; thence northerly along said centerline to a point of intersection with a line being measured perpendicular from the northwest corner of said Lot 2, said northwest corner being a point on said easterly right of way line; thence easterly along said perpendicular line to said northwest corner of Lot 2; thence southerly along said easterly right of way line to the point of beginning, in Cook County, Illinois.

Being all and the same lands and premises conveyed to Daniel A. Czapek and Laura Jane Czapek by City of Rolling Meadows in a Warranty Deed executed 12/10/2004 and recorded 4/18/2005 in Instrument No. 0510832012 of the Cook County, IL Land Records.

Being all and the same lands and premises conveyed to Daniel A. Czapek and Laura Jane Czapek by Thaddeus Koziol and Linda Koziol in a Warranty Deed executed 7/12/2000 and recorded 8/18/2000 in Instrument No. 00635438 of the Cook County, IL Land Records.

Parcel ID Number: 02-27-406-016-0000

**LANDSTAR**  
TITLE AGENCY INC.

All information contained herein is deemed reliable but not guaranteed  
\*\*\*\*\*Please retain this document as your original copy\*\*\*\*\*

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exhibit B

**CURRENT OWNER SEARCH**

Order Number: 338544VT

**Mortgages/Deeds of Trust - Schedule B**

**Description:** Mortgage  
**Lender/Beneficiary:** Astoria Federal Mortgage  
**Mortgagor:** Daniel A. Czapek and Laura Jane Czapek  
**Original Principal Amount:** \$291,700.00      **Open Ended:** no  
**Executed Date:** 10/10/2001      **Recorded Date:** 10/23/2001  
**Instrument No.:** 0010987704

**Description:** Assignment  
**Assigned to:** Fidata Service Corp.  
**Assignment Recorded:** 5/14/2007  
**Instrument No.:** 0713406033

**Description:** Modification  
**Recorded:** 6/13/2007  
**Instrument No.:** 0716415132

By further modified on 6/13/2011 to a reduced amount  
 of \$ 247,608.92 to be recorded simultaneously

**Description:** Mortgage  
**Lender/Beneficiary:** Cornerstone National Bank & Trust Company  
**Mortgagor:** Daniel A. Czapek and Laura Jane Czapek  
**Original Principal Amount:** \$70,000.00      **Open Ended:** yes  
**Executed Date:** 10/31/2003      **Recorded Date:** 12/03/2003  
**Instrument No.:** 0333720234

**Description:** Subordination  
**Recorded:** 5/14/2007  
**Instrument No.:** 0713406032

Subordinated  
mortgage