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Doc#: 1121440069 Fee: \$66.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/02/2011 12:12 PM Pg: 1 of 4

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

Recording Cover Page

This page added for the purpose of affixing Recording Information.

File Number: 14755

Deed

Mortgage

Other Sub

Lender Name: \_\_\_\_\_

Remarks:  
Borrower Mary A Testa  
\_\_\_\_\_  
\_\_\_\_\_

Citywide Title Corporation  
850 West Jackson Boulevard  
Suite 320  
Chicago, IL 60607

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141755

**SUBORDINATION AGREEMENT  
(MORTGAGE)**

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 ("Subordinating Mortgagee"), and PNC Mortgage, a division of PNC Bank, N.A. ("New Lender") on 05/06/2010.

**RECITALS**

WHEREAS, MARY A TESTA Unmarried ("Borrower") executed a certain mortgage dated 10/15/2003, in favor of PNC Bank, NA, as successor by merger to National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 11/04/2003, Record No. \_\_\_\_\_ on Page \_\_\_\_\_, as Instrument No. 0330845166, in the Cook County Recorder's Office, State of IL ("Existing Mortgage"), with respect to the property ("Property"), described in Exhibit A (attached hereto and incorporated herein), the address and permanent parcel number for which are:

2269 Royal Pigeon Drive, Northbrook, IL 60062  
04-11-301-143

WHEREAS, the New Lender desire to make a loan in the amount of \$417,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 6-2-2010 & recorded on 9-2-2010 as Doc # 1024526167.

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 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 Subordinating Mortgagee under any obligations secured by the Existing Mortgage, and

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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, NA, as successor by merger to National City Bank**

By: *Kelly Clemenich*  
Name: **Kelly Clemenich**  
Title: **Officer**

Signed and Acknowledged in the Presence of:

*Marcia Afton*  
**Marcia Afton, Witness**

*Kristen Shumate*  
**Kristen Shumate, Witness**

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this MAY - 6 2010 personally appeared **Kelly Clemenich** as **Officer of PNC Bank, NA, as successor by merger to National City Bank** and acknowledged the execution of the foregoing Agreement.

*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 **Marcia Afton, PNC Bank, NA, as successor by merger to National City Bank.**

Please return to:

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

Approval Mtg 091112

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File No.: 141755

## EXHIBIT A

BUILDING SITE 136:

BEING THAT PART OF LOT 1 IN THE PLANNED UNIT DEVELOPMENT OF ROYAL RIDGE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1997 AS DOCUMENT NUMBER 97818381, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 81 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 236.08 FEET; THENCE NORTH 08 DEGREES 54 MINUTES 00 SECONDS WEST 53.47 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2269 AND 2273 ROYAL RIDGE DRIVE) FOR A PLACE OF BEGINNING; THENCE SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 4.00 FEET TO THE CENTERLINE OF A PARTY WALL; THENCE NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST ALONG THE CENTERLINE OF THE PARTY WALL FOR 66.00 FEET; THENCE ALONG A LINE FOLLOWING THE NEXT SEVEN (7) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 81 DEGREES 06 MINUTES 03 SECONDS EAST, 23.34 FEET; 2) SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST, 21.33 FEET; 3) NORTH 81 DEGREES 06 MINUTES 03 SECONDS EAST, 8.17 FEET; 4) SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST, 36.92 FEET; 5) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 12.21 FEET; 6) SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST, 5.75 FEET; 7) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 15.29 FEET; THENCE SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST, 2.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 1779 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2269 ROYAL RIDGE DRIVE, NORTHBROOK, ILLINOIS 60062.

PARCEL I:

AN UNDIVIDED 1/151 INTEREST IN (I) THAT CERTAIN GROUND LEASE DATED AS OF NOVEMBER 22, 1996, BY AND BETWEEN COLE TAYLOR BANK, AS SUCCESSOR-TRUSTEE TO HARRIS TRUST AND SAVINGS BANK UNDER TRUST AGREEMENT DATED APRIL 29, 1991 AND KNOWN AS TRUST NO. 94707, AS LESSOR ("LESSOR"), AND ASSIGNOR/GRANTOR, AS LESSEE, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 9, 1996 AS DOCUMENT NO. 96927871, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO GROUND LEASE DATED AS OF JANUARY 6, 1997 BY AND BETWEEN LESSOR AND ASSIGNOR/GRANTOR, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON FEBRUARY 28, 1997 AS DOCUMENT NO. 97141059, AS AMENDED BY THAT CERTAIN JOINDER TO GROUND LEASE DATED AS OF NOVEMBER 7, 1997 BY THE ROYAL RIDGE HOMEOWNERS ASSOCIATION, AN ILLINOIS NOT FOR PROFIT CORPORATION, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 12, 1997 AS DOCUMENT NO. 97846934, AND AS FURTHER AMENDED FROM TIME TO TIME (COLLECTIVELY, THE "GROUND LEASE"); AND (II) THE LEASEHOLD ESTATE IN THE PREMISES (THE "PREMISES") LEGALLY DESCRIBED AS: LOT 1 IN ROYAL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 3, 1997 AS DOCUMENT NO. 97818381. COMMONLY KNOWN AS TECHNYPARCEL E-1 LOCATED ON THE EAST SIDE OF WAUKEGAN ROAD, SOUTH OF TECHNYPARCEL E-1, IN NORTHBROOK, ILLINOIS.

PARCEL II: