

UNOFFICIAL COPY



Doc#: 1227526017 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/01/2012 10:20 AM Pg: 1 of 2

STEWART TITLE COMPANY
7055 West Army Trail Road, Suite 118
Addison, IL 60101
630-889-4000

STC-01140-3449

FOR RECORDER'S USE ONLY

SUBORDINATION OF MORTGAGE

THE SUBORDINATION OF MORTGAGE dated September 12, 2012 is made and executed among Cornerstone National Bank & Trust Company ("Mortgagee/Subordinating Bank"); and Cornerstone National Bank & Trust Company, Its Successors and/or Assigns ("Lender").

SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodation(s) (the "Subordinated Indebtedness") to Thomas M. Conaghan and Julia B. Conaghan ("Borrower").

A Credit Agreement in the Sum of \$133,700.00 dated July 1, 2005 with a Maturity of July 1, 2015 in favor of Cornerstone National Bank & Trust Company ("Mortgagee"), and modified with a Credit Agreement and Disclosure Change In Terms dated September 29, 2010.

SUBORDINATED MORTGAGE. The Subordinated Indebtedness is secured by a Mortgage not to exceed \$133,700.00 dated July 1, 2005 and recorded July 29, 2005 as document # 0521035379 from Borrower to Mortgagee (the "Subordinated Mortgage") and modified with a Modification of Mortgage dated September 29, 2010 as Document No. 1031246023 on certain premises in Cook County, State of Illinois.

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

LOT 271 IN WHYTECLIFF AT PALATINE, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 AND THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1976 AS DOCUMENT 23419863 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1122 W. Chatham Drive, Palatine, IL 60067
The Real Property tax identification number is 02-21-411-005-0000.

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 an amount up to **One Hundred Forty-One Thousand Seven Hundred Fifty Dollars and 00/100 (\$141,750.00)** 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 an amount up to \$141,750.00* and dated within 30 days of September 12, 2012.**

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

* Concurrent mtg.

SC INT
12/2/12

UNOFFICIAL COPY

2

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

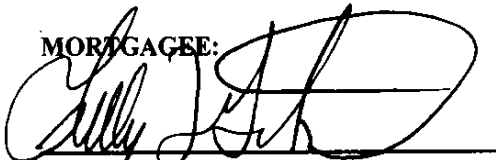
Existing First Mortgage: If the existing first mortgage in favor of Lender (or other lending institution), as described above, is released in full, then the mortgage in favor of Subordination Bank, shall be and is hereby subjected and subordinated and shall become in all respects subordinate and junior 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 McHenry

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 12th day of September, 2012.




Patricia Brykowski, NOTARY PUBLIC
Residing in McHenry County, Illinois

This Instrument Prepared By: Phillip L. Gutmann
MAIL RECORDED DOCUMENT TO:
Laura Riegel, Credit Operations Officer
Cornerstone National Bank & Trust Company
P.O. Box 1249
Palatine, IL 60078-1249