

FOR RECORDER'S USE ONLY

## SUBORDINATION OF MORTGAGE

THE SUBORDINATION OF MORTGAGE dated January 17, 2013 is made and executed among Cornerstone National Bank & Trust Company ("Mortgagee/Subordinating Bank"); and Wells Fargo Bank, N.A., Its Successors and/or Assigns ("Lender").

**SUBORDINATED INDEBTEDNESS.** Mortgagee has extended the following described financial accommodation(s) (the "Subordinated Indebtedness") to Susan J. Rohrer ("Borrower/Grantor").

A Credit Agreement in the Sum of \$40,000.00 dated August 11, 2008 with a Maturity of August 11, 2018, in favor of Cornerstone National Bank and Trust Company ("Mortgagee"), as modified by an Agreement Concerning Subordination of Home Equity Line of Credit dated January 10, 2013.

**SUBORDINATED MORTGAGE.** The Subordinated Indebtedness is secured by a Mortgage dated August 11, 2008 and recorded September 2, 2008, as Document No. 0824608422, from Grantor 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 Cook County, State of Illinois:

LOT 22 IN ETHANS GLEN EAST, A SUBDIVISION OF THAT PART OF THE SOUTHEAST ¼ OF SECTION 8 AND THE SOUTHWEST ¼ OF SECTION 9, 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 1584 W. Ethans Glen Drive, Palatine IL 60067  
The Real Property tax identification number is 02-09-320-006-0000.

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 up to Two Hundred Twenty-Six Thousand Dollars and 00/100 (\$226,000.00) 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 the amount up to \$226,000.00 and dated within 30 days of January 17, 2013.

DATED 01/25/2013, RECORDED 02/01/2013 AS DOC#: 1303257577  
**DEFAULT BY BORROWER.** If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect.

# UNOFFICIAL COPY

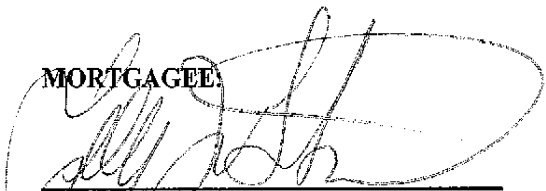
**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Subordination:

**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.

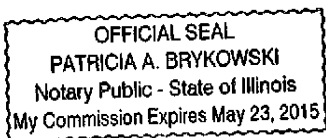
**Authority:** The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interest in the Borrower's property, if any.

**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 17<sup>th</sup> day of January, 2013.



  
Patricia Brykowski, NOTARY PUBLIC  
Residing in McHenry County, Illinois

This Instrument Prepared By: Phillip L. Gutmann  
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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## LEGAL DESCRIPTION

All that certain lot or parcel of land situate in the **County of Cook**, State of Illinois, and being more particularly described as follows:

Lot 22 in Ethans Glen East, a Subdivision of that part of the Southeast  $\frac{1}{4}$  of Section 8 and the Southwest  $\frac{1}{4}$  of Section 9, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 02-09-320-006-0000

Property of Cook County Clerk's Office