

RECORDING REQUESTED BY

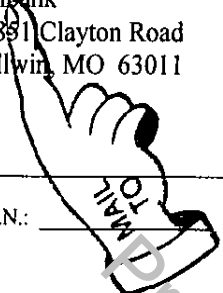
COOK COUNTY
RECORDER



AND WHEN RECORDED MAIL TO:

EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

Citibank
15881 Clayton Road
Ballwin, MO 63011



Space Above This Line for Recorder's Use Only

A.P.N.:

Order No.:

Escrow No.:

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 5 day of July, 2002, by

John P. Toman Jr. and _____, owner(s) of the land hereinafter describe and hereinafter referred to as "Owner" and

Citibank F.S.B, present owner and holder of the mortgage or deed of trust and related note first hereinafter described and hereinafter referred to as "Creditor."

WITNESSETH

0020845507

To secure a note in the sum of \$ 39,000, dated 02/21/02, in favor of Creditor, which mortgage or deed of trust was recorded on 03/11/02, in Book _____, Page _____ and/or as Instrument No. 0020272804 in the Official Records.

WHEREAS, Owner has executed, or is about to execute, a mortgage or deed of trust and a related note in a sum not greater than \$ 448,500, in favor of _____ hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage or deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage or deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of the mortgage or deed of trust first above mentioned; and

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

CONTINUATION OF SUBORDINATION AGREEMENT

WHEREAS, Lender is willing to make said loan provided the mortgage or deed of trust securing the same is a lien of charge upon the above described property prior and superior to the lien of charge of the mortgage or deed of trust first above mentioned and provided that Creditor will specifically and unconditionally subordinate the lien or charge of the mortgage or deed of trust first above mentioned to the lien or charge of the mortgage or deed of trust in favor of Lender; and

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage or deed of trust in favor of the Creditor above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said mortgage or deed of trust securing said note in favor of Lender shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage or deed of trust in favor of the Creditor first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

Property of Cook County Clerk's Office

CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:

Citibank F.S.B

By [Signature]
Printed Name Karen Grant
Title Assistant Vice President

OWNER:

[Signature]
Printed Name John P. Loman
Title _____

Printed Name _____
Title _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF Missouri)
County of St.Louis) Ss.

On 7/5/02, before me, Kevin Gehring personally appeared Karen Grant the Assistant Vice President of **Citibank F.S.B**

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public in said County and State

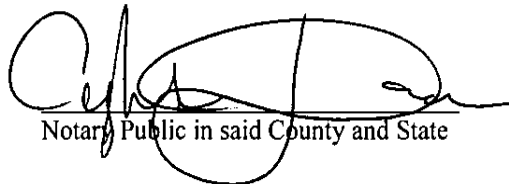
KEVIN GEHRING
Notary Public - State of Missouri
County of St. Louis
My Commission Expires Dec. 30, 2005

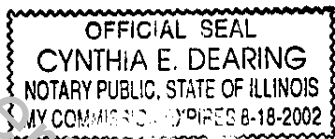
STATE OF Ill)
County of Cook) Ss.

on 7/24/02
Cynthia E. Dearing)
John P. Toman)
personally before me,
and appeared

whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


Notary Public in said County and State



Property of Cook County Clerk's Office



TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000487586 CH
STREET ADDRESS: 2143 W. CHURCHILL
CITY: CHICAGO COUNTY: COOK COUNTY
TAX NUMBER: 14-31-321-032-0000

LEGAL DESCRIPTION:

PARCEL 1:

UNIT 204:

THAT PART OF THE FOLLOWING PARCELS OF LAND TAKEN AS A TRACT; LOTS 9, 10, 11, 12 (EXCEPT THE SOUTH 9 FEET OF SAID LOT 12) 13, 14, 15 AND 16 IN BLOCK 21 AND LOTS 1, 2 AND 3 IN BLOCK 22 IN YOUNG TRUSTEE'S SUBDIVISION OF THAT PART OF BLOCKS 21 AND 22 IN PIERCE'S ADDITION TO HOLSTEIN, LYING NORTH OF THE NORTH LINE OF THE RAILROAD RIGHT OF WAY IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ALL THAT PART OF NORTH WILMOT AVENUE, NOW VACATED, LYING NORTH AND NORTHWESTERLY OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AND WEST OF THE WEST LINE OF LOT 12 IN BLOCK 21 AFORESAID, EXTENDED SOUTH OF THE NORTHLINE OF SAID RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AND SOUTH OF WEST CHURCHILL STREET AND EAST OF NORTH LEAVITT STREET; ALSO THE EAST AND WEST VACATED ALLEY LYING SOUTH OF AND ADJOINING LOT 13 AND PART OF LOT 14 IN BLOCK 21 AFORESAID, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 143.02 FEET TO THE CENTER LINE AND ITS EXTENSION OF A PARTY WALL; THENCE SOUTH 00 DEGREES, 01 MINUTES, 25 SECONDS WEST ALONG SAID CENTER LINE AND ITS EXTENSION 59.91 FEET TO THE SOUTH FACE OF A TOWNHOUSE BUILDING; THENCE SOUTH 89 DEGREES, 58 MINUTES, 58 SECONDS WEST ALONG SAID SOUTH FACE 17.99 FEET TO THE CENTER LINE OF A PARTY WALL; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID CENTER LINE AND ITS EXTENSION 59.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS, EGRESS USE AND ENJOYMENT AS SET FORTH IN THE CHURCHILL ROW DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 0020892908.