

UNOFFICIAL COPY



0312951201

Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 05/09/2003 12:13 PM Pg: 1 of 6

RECORDING REQUESTED BY

Prep. By:

AND WHEN RECORDED MAIL TO:

Citibank
15851 Clayton Road MS 321
Ballwin, MO 63011
CitiBank Account No.: 2707950131 *4/2*
4316100 EXT

Space Above This Line for Recorder's Use Only

A.P.N.: _____ Order No.: _____ Escrow No.: _____

SUBORDINATION AGREEMENT (with Modification)

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 17th day of April, 2003, by

Kristina L. Jarosius 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

THAT WHEREAS, Owner has executed a mortgage or deed of trust, dated on or about Feb. 8, 2002, _____, _____ to Creditor, covering:

SEE ATTACHED EXHIBIT "A"

To secure a note in the sum of \$ 58,000.00, to be modified per annexed modification agreement from a note in the sum of \$ 62,000.00, dated February 8, 2002, in favor of Creditor, which mortgage or deed of trust was recorded on February 22, 2002, in Book n/a, Page n/a and/or as Instrument No. 0020211532 in the Official Records of the Town and/or County of referred to in Exhibit A attached hereto; and

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 \$ 73,500.00, to be dated no later than APRIL 21, 2003, in favor of

WASHINGTON MUTUAL BANK, FA, 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

6

UNOFFICIAL COPY

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

UNOFFICIAL COPY

ORDER NO.: 1301 - 004316100
ESCROW NO.: 1301 - 004316100

1

STREET ADDRESS: 711 SOUTH ASHLAND UNIT #G
CITY: CHICAGO **ZIP CODE:** 60607 **COUNTY:** COOK
TAX NUMBER: 17-17-300-107-1019

Property of Cook County Clerk's Office
Exhibit A

LEGAL DESCRIPTION:

UNIT 711-G TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GARIBALDI SQUARE ON THE PARK CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 89406373, IN WEST 1/2 AND THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCLUSIVE USE TO P-19, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

RECORDING REQUESTED BY:
CITICORP MORTGAGE INC.

WHEN RECORDED MAIL TO:
CITICORP MORTGAGE INC.
MAIL STATION 321
15851 CLAYTON ROAD
BALLWIN MO 63011

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT IS MADE THIS 17th DAY OF April, 2003, BY Kristina L. Jarosius WITH REGARDS TO A CERTAIN MORTGAGE IN THE AMOUNT OF \$ 62,000.00 FROM Citibank, F.S.B., TO THAT EQUITY LINE NUMBER: 2707950131, DATED ON 8th February 2002 AND RECORDED ON June 15th, 2002 IN LIBER N/A AT PAGE N/A AND/OR AS INSTRUMENT NO. 0020211532

SAID MORTGAGE IS HEREBY MODIFIED TO REFLECT THAT THE PRINCIPAL AMOUNT OF SAID MORTGAGE IS CHANGED TO Fifty Eight Thousand Dollars (\$ 58,000.00). THIS CHANGE IS INTENDED TO CORRECT SAID MORTGAGE, NOT TO OTHERWISE AFFECT ANY OTHER ITEMS OF SAID MORTGAGE OR LIEN OF SAID MORTGAGE.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HERE TO SET THEIR HANDS AND SEALS AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

WITNESS - Monique Doyle

Karen Grant

Assistant Vice President

Kristina L. Jarosius

STATE OF Illinois

) SS.:

COUNTY OF COOK

I HEREBY CERTIFY THAT ON THIS 17th DAY OF April, 2003, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC FOR THE AFOREMENTIONED STATE, PERSONALLY APPEARED Kristina L. Jarosius PERSONALLY KNOWN TO ME OR SATISFACTORILY PROVEN TO BE THE PERSON(S) WHOSE NAME EXECUTED THE SAME FOR THE PURPOSE THEREIN CONTAINED.

AS WITNESS ME HAND AND NOTARY SEAL.

Shelanda C Tatum
NOTARY PUBLIC

MY COMMISSION EXPIRES:

OFFICIAL SEAL
SHEL ANDA C TATUM
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 5, 2005

STATE OF MISSOURI)

) SS.:

COUNTY OF ST. LOUIS

ON April

17th, 2003

, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED Karen Grant, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS CAPACITY, THAT BY HIS SIGNATURE ON THE INSTRUMENT, THE INDIVIDUAL, OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL ACTED, EXECUTED THE INSTRUMENT, AND THAT SUCH INDIVIDUAL MADE SUCH APPEARANCE BEFORE THE UNDERSIGNED IN THE CITY OF Ballwin, COUNTY OF St. Louis AND THE STATE OF MISSOURI.

Kevin Gehring

- NOTARY PUBLIC


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

UNOFFICIAL COPY

CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:

Citibank, F.S.B.

By 
 Printed Name Karen Grant
 Title Assistant Vice President

OWNER:


 Printed Name Kristina L. Larosius
 Title _____

Printed Name _____
 Title _____

Printed Name _____
 Title _____

Printed Name _____
 Title _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

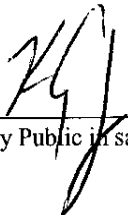
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

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

On April 17th 2003, before me, Kevin Gehring personally
 appeared Karen Grant 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.


 Notary Public in said County and State

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

UNOFFICIAL COPY

State of Illinois, Cook County as:

I, the undersigned

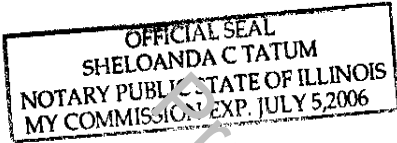
a Notary Public in and for said County and State, do hereby certify that Kristina L. Jarosius personally known to me to be subscribed to the foregoing instrument, appeared before me this day

the same person(s) whose name(s) in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the purposes and therein set forth.

Given under my hand and official seal, this 21st day of April, 192003

My commission expires:

[Signature]
Notary Public



Property of Cook County Clerk's Office