

# UNOFFICIAL COPY



0319342446

Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 07/14/2003 01:42 PM Pg: 1 of 5

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Citibank  
15851 Clayton Road MS 321  
Ballwin, MO 63011  
CitiBank Account No.: 2708048133

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 8th day of May, 2003, by

Thomas Morton 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 \_\_\_\_\_, \_\_\_\_\_ to Creditor, covering:

### SEE ATTACHED EXHIBIT "A"

To secure a note in the sum of \$ 36,000.00, dated May 22, 2002, in favor of Creditor, which mortgage or deed of trust was recorded on May 31, 2002, in Book n/a, Page n/a and/or as Instrument No. 0020613341 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 \$ 295,000.00, to be dated no later than \_\_\_\_\_, \_\_\_\_\_, 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

**BOX 333-CT**

NO ABS  
30F3  
8132353  
CUC  
SHA

5

# 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 herein 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

## CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:

Citibank, F.S.B.

By 

Printed Name Karen Grant

Title Assistant Vice President

OWNER:



Printed Name Thomas Merton

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.*

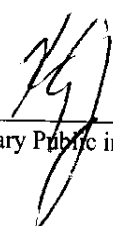
STATE OF MISSOURI )

County of St. Louis ) Ss.

On May 8th 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,  
County of COOK ) Ss.

On June 14 2003, before me, Sherry A HOJNACKI, personally appeared  
THOMAS MORTON and \_\_\_\_\_  
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.



*Sherry A Hojnacki*  
Notary Public in said County and State

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

STREET ADDRESS: 1458 S. STATE

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 17-21-211-145-0000

**LEGAL DESCRIPTION:**

PARCEL 1:

THE SOUTH 16.50 FEET OF THE NORTH 154.40 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PART OF BLOCK 9 IN DEARBORN PARK UNIT NUMBER 2, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN PART NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 70.47 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 08 MINUTES 18 SECONDS EAST ALONG THE EAST LINE THEREOF, 223.83 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 42 SECONDS WEST, 74.0 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 18 SECONDS WEST 223.83 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 42 SECONDS EAST 74.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR USE AND ENJOYMENT AND INGRESS AND EGRESS FOR THE BENEFIT OF THE AFORESAID DWELLING OVER, UPON AND ACROSS THE COMMON AREA AS DESCRIBED IN THE DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR DEARBORN PARK II-METROPOLITAN MEWS ST. MARK'S SQUARE RECORDED MARCH 1, 1991 AS DOCUMENT 91095289 AND AMENDED THERETO RECORDED MARCH 13, 1991 AS DOCUMENT 91113125 AND AS CREATED BY DEED RECORDED RECORDED JULY 30, 1991 AS DOCUMENT 91380137.