

UNOFFICIAL COPY



Doc#: 0330842324
Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
Date: 11/04/2003 12:29 PM Pg: 1 of 2

This Agreement is made the 4th day of August
Citifinancial Mortgage Company, INC.
8333 Ridgepoint Drive, Irving, TX 75063
CitiMortgage, Inc. (Lender).

, 2003 b
(Subordinating Party) whose address is
and is being given to

RECITALS

1.) Subordinating Party now owns or holds as mortgagee of certain premises with the property address of 3714 N Plainfield Avenue, Chicago, IL 60634 which premises are more fully described as: LOT 16 IN BLOCK 11 IN FEUERBORN AND KLODE'S "IRVINGWOOD" BEING BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23 TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

12-23-217-034

to the provisions of that certain Mortgage dated 03/22/2003 and recorded on 05/05/2003 Book N/A Page N/A, as document 312549152 in CHICAGO County State of IL with an original balance in the amount of \$ 33,000.00

2/28/03

2.) HUMBERTO SOTO, AND GRAZYNA GRODZKA SOTO (Owner) is the present owner of the Property and has executed or is about to execute a Mortgage not to exceed the amount of \$ 206,800.00, in favor of CitiMortgage Inc.

3.) Lender is willing to make such loan to Owner provided that Lender remain a first lien position on the property and Subordinating Party unconditionally subordinates the lien of its Mortgage in favor of Lender in the manner hereinafter described.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and good and valuable consideration, receipt of which is hereby acknowledged by Subordinating Party, and to induce Lender to make loan to Owner, Subordinating Party hereby agrees with Lender, that the Mortgage securing the Note in favor of the Lender, and any renewals, extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to the lien in favor of the Subordinating Party in the same manner as if Lender's Mortgage had been executed and recorded prior to the time to the execution and recording of Subordinating Party's Mortgage.

Subordinating Party further agrees that:

1.) Subordinating Party will not exercise any foreclosure rights with respect to the Property and will not exercise or enforce any right or remedy which may be available to Subordinating Party with respect to the Property, without prior written notice to lender. All such notices should be sent to:

Citimortgage Inc.
2755 Farmington Road
Farmington Hills, MI 48334-3357
Consumer Direct Department - MS 80814
ATTN: Terri Glick

2.) Any future advance of funds or additional debt that may be secured by Subordinating Party's Mortgage shall be subject to the provisions of this Mortgage Subordination Agreement.

3.) This agreement is made under the laws of the State in which the property is located. It cannot be waived, changed or terminated except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party, and its successors and/or assigns, and shall inure to the benefit of, and shall be enforceable by Lender and its successors and/or assigns. Subordinating Party waives notice of Lender's acceptance of the Agreement.

COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

Citifinancial Mortgage Company, INC.

(Subordinating Party)

WITNESS:

Kathy Brown
printed **KATHY BROWN**
Angela Bzure
printed **Angela Bzure**

BY: David M. Anderson **DAVID M. ANDERSON**

IT'S Vice president

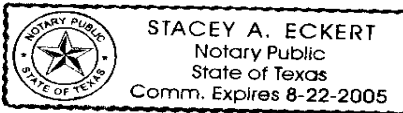
State of TX }

County of Dallas } ss.
}

On this 5th day of August, 2003, before me, the undersigned, a Notary Public in and for said County, personally appeared David M. Anderson to me personally known who being duly sworn, did say that he/she is Vice president of Citifinancial Mortgage and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the free and voluntary act and deed of said corporation.

Witness my hand and seal the day and year last above written.

Stacey A. Eckert
Notary Public in and for said County and State
STACEY A. ECKERT



When recorded return to:

Terri Glick
Operations Manager
CitiMortgage, Inc.
27555 Farmington Road
Farmington Hills, MI 48334-3357
Attn: Consumer Direct - MS 80814