

DONE AT CUSTOMER'S REQUEST UNOFFICIAL COPY



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Citibank
1000 Technology Dr. MS 321
O'Fallon, MO 63304
CitiBank Account No.: 105010309925000

Doc#: 0502102408
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 01/21/2005 10:59 AM Pg: 1 of 5

RECEIVED IN BAD CONDITION

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 4th day of January, 2005, by

Harold Edwards 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 \$ 37,000.00, dated August 21, 2003, in favor of Creditor, which mortgage or deed of trust was recorded on October 17, 2003, in Book _____, Page _____ and/or as Instrument No. 0329035196 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 \$ 148,600.00, 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-CT7

5129

826 0478 - 25001022 1/3

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

CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:

Citibank, F.S.B.

By [Signature]
Printed Name Heather Kellogg
Title Vice President

OWNER:

[Signature]
Printed Name Harold Edwards
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 January 4th 2005, before me, Kevin Gehring personally appeared Heather Kellogg, 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

UNOFFICIAL COPY

STATE OF Ill)
County of Cook) Ss.

On May 11, 2005, before me, [Signature] personally appeared
Harold Edwards 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.

[Signature]
Notary Public in said County and State



Property of Cook County Clerk's Office

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1409 008260478 AH
 STREET ADDRESS: 1814 LEMAR
 CITY: EVANSTON COUNTY: COOK
 TAX NUMBER: 10-13-113-045-0000

LEGAL DESCRIPTION:

PARCEL 1: THAT PART OF LOTS 29 AND 30, TAKEN AS A TRACT, IN BLOCK 3 IN ARTHUR J. MC INTOSH'S CHURCH STREET ADDITION TO EVANSTON, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

LYING EAST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF SAID LOT 29, WHICH IS 46.42 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 29, TO A POINT IN THE NORTH LINE OF SAID LOT 30, WHICH IS 48.77 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 30, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 11 FEET OF THE NORTH 17 FEET, AS MEASURED ON THE WEST LINE THEREOF; THE WEST 22 FEET, AS MEASURED ALONG THE NORTH LINE OF THE AFORESAID LOTS 29 AND 30, TAKEN AS A TRACT, IN BLOCK 3 IN ARTHUR T. MCINTOSH'S CHURCH STREET ADDITION, IN COOK COUNTY, ILLINOIS

PARCEL 3: EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT '1' THERETO ATTACHED, DATED JUNE 23, 1959 AND RECORDED JUNE 26, 1959 AS DOCUMENT 17580828 AND CORRECTED DECLARATION OF EASEMENT AND EXHIBIT '1' THERETO ATTACHED AND RECORDED OCTOBER 8, 1959 AS DOCUMENT 17680728 AND IN DECLARATION OF EASEMENTS AND EXHIBIT 1 THERETO ATTACHED DATED AND RECORDED OCTOBER 22, 1959 AS DOCUMENT 17692491,

(A) FOR THE BENEFIT OF PARCEL 1, AFORESAID, FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTHERLY 3 FEET OF THE NORTHERLY 6 FEET (AS MEASURED ON THE EAST AND WEST LINES) OF LOTS 29 AND 30, TAKEN AS A TRACT, IN BLOCK 3 IN ARTHUR MCINTOSH CHURCH STREET ADDITION TO EVANSTON AFORESAID (EXCEPTING THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID)

(B) FOR THE BENEFIT OF PARCEL 1, AFORESAID, FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTHERLY 2 FEET (AS MEASURED ON THE EAST AND WEST LINES) OF LOTS 27 AND 28, TAKEN AS A TRACT, AND OVER AND ACROSS THE SOUTHERLY 2 FEET (AS MEASURED ON THE EAST AND WEST LINES) OF LOTS 29 AND 30, TAKEN AS A TRACT, IN BLOCK 3 IN ARTHUR T. MCINTOSH CHURCH STREET ADDITION TO EVANSTON AFORESAID (EXCEPTING THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID), ALL IN COOK COUNTY, ILLINOIS