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Doc#: 0508745018
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 03/28/2005 08:14 AM Pg: 1 of 3

SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 29 of DECEMBER 2004 by CitiFinancial ("Subordinating Party"), and is being given to **Bank of America, N.A.** ("Lender").

RECITALS

Return/Prepared By:
Bank of America
Richard Bramhall
1831 Chestnut St.
St. Louis, Mo. 63103

1. LENDER is making a mortgage loan (the "Loan") to:

Ruth Brown

("Borrower") in connection with the acquisition or refinancing of certain premises with a property address of 2243 West 119th St., Beattie, KS 66406 which premises are more fully described in Exhibit A attached hereto and incorporated herein by reference ("Property").

2. Borrower is the present owner of the Property or will at the time of the making of the Loan be the owner of the Property, and has executed or is about to execute a Mortgage/Deed of Trust in the sum of \$54,245.00 a loan number of 6777300747 in favor of the LENDER.

Subordinating Party is also making a mortgage loan to the Borrower in the amount of \$14,344.24 in connection with the acquisition of the Property, or now owns or holds an interest as mortgagee of the Property pursuant to the provisions of that certain Mortgage/Deed of Trust dated 04/14/2003 in **Document Number 0310518150, County of Cook, State of Illinois.**

3. LENDER is willing to make such loan to Borrower provided that LENDER obtains a first lien on the Property and Subordinating Party unconditionally subordinates the lien of its Mortgage/Deed of Trust to the lien in favor of LENDER in the manner hereinafter described.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce LENDER to make a loan to Borrower, Subordinating Party hereby agrees with LENDER that the Mortgage/Deed of Trust securing the Note in favor of 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 Subordinating Party in the same manner as if LENDER's Mortgage/Deed of Trust has been executed and recorded prior in time to the execution and recordation of the Subordinating Party's Mortgage/Deed of Trust.

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Subordinating Party further agrees that:

1. ~~Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage/Deed of Trust including, without limitation, additional debt created by any shared appreciation or negative amortization provisions of the Subordinating Party's Mortgage/Deed of Trust (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination Agreement. The Mortgage/Deed of Trust securing the Note in favor of LENDER, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for Future Advances.~~
2. 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 the heirs, representatives, successors and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by LENDER and its successors and assigns. Subordinating Party waives notice of LENDER's acceptance of this Agreement.

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

CitiFinancial SERVICES, INC

Subordinating Party

WITNESS:

Dwight McNeill

By:

J. A. Pikel
(Signature)

Its:

ASB

(Title)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29TH day of DECEMBER, 2004,

before me, the undersigned, a Notary Public in and for said county, personally appeared to me J. A. PIKUL personally known, who being duly sworn, did say that he/she is ASSOCIATE BRANCH MGR of CITIFINANCIAL SERVICES, INC

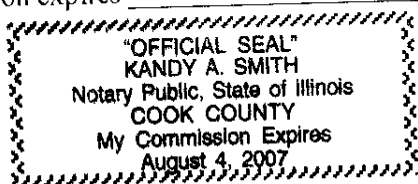
and that foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

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

My commission expires _____

Kandy A. Smith

Notary Public



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Exhibit A (Legal Description)

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

UNIT 4W TOGETHER WITH ITS UNDIVIDED 8.945 PERCENT INTEREST IN THE COMMON ELEMENTS IN BEVERLY CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 26, 27, 28 AND 29 IN FRANK C. RATHJE'S HILLSIDE SUBDIVISION OF PART OF THE NORTH 329.76 FEET WEST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 2, 1916 AS DOCUMENT NO. 67492, WHICH SURVEY IS FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 2, 1916 AS DOCUMENT NO. 67492, WHICH SURVEY IS FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 18, 1985 AND KNOWN AS DOCUMENT NO. LR3484685, IN COOK COUNTY, ILLINOIS.

Being that parcel of land conveyed to Ruth Brown from Regina Hamilton by that deed dated 08/16/2000 and recorded 08/29/2000 in Document No. 00670403 of the COOK COUNTY, IL Public Registry.

Tax Map Reference: 25-30-101-037-1008