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Prepared By:

Leila Hansen
2700 East Sunset Road, Suite 6
Las Vegas, NV 89120
Phone: 702-938-8900

Doc#: 0604518017 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/14/2008 10:38 AM Pg: 1 of 5

After Recording Mail To:

Citifinancial Mortgage Corporation

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

TITLE OF DOCUMENT

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 Subordination Agreement, made this _____ day of _____, 20____ by **Citifinancial Services, Inc.** (hereinafter referred to as "Beneficiary"), present owner and holder of the Mortgage and note first hereafter described, and **Citifinancial Mortgage Corporation, its successors and/or assigns, as their respective interest may appear** (hereinafter referred to as "Lender");

WITNESSETH

THAT WHEREAS, **Anna Marie Gonzales and Tony Gonzales**, (hereinafter referred to as "Owner") did execute a Mortgage, dated **April 29, 2005** to **Citifinancial Services, Inc.** as Mortgagee, covering that certain real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Permanent Index Number: 19-08-322-032-0000
Site Address: 5305 South Meade, Chicago, Illinois 60638

to secure a note dated **April 29, 2005**, in the sum of **\$15,714.53**, in favor of **Citifinancial Services, Inc.** which Mortgage was recorded **May 4, 2005**, as INSTRUMENT/FILE NO. **0512418016**, Official Records of said county, and

WHEREAS, "Owner" has executed, or is about to execute, a Mortgage and note, not to exceed the sum of \$ **340,739.66** dated _____, in favor of "Lender", payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said Mortgage last above mentioned shall be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first mentioned, "Owner" has requested "Beneficiary" to subordinate "Beneficiary's" lien to the lien about to be taken by the "Lender"; and

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Loan No. _____

WHEREAS, "Lender" is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge mentioned and provided that "Beneficiary" will specifically and subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of the "Lender"; and

WHEREAS, It is to the mutual benefit of the parties hereto that "Lender" make such loan to "Owner"; and "Beneficiary" is willing that the Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is prior and superior to the lien or charge of the Mortgage first 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 to as follows:

- (1) That said Mortgage securing said note in favor of "Lender", shall 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 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 first above mentioned to the lien or charge of the Mortgage in favor of "Lender" above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

"Beneficiary" declares, agrees and acknowledges that:

"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 agreement or agreements shall not defeat the subordination herein made in whole or in part;

-) It intentionally waives, relinquishes and subordinates the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage in favor of "Lender" above referred to

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Loan No. _____

In witness whereof, the said PARTY(IES) HERETO has/have signed and sealed these presents the day and year first above written.

"BENEFICIARY":
Citifinancial Services, Inc.



BY: [Signature]

TED KONIUSZYK, VICE PRESIDENT

Printed Name & Title

ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK) ss

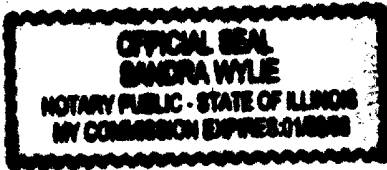
This instrument was acknowledged before me on this 4TH day of JANUARY, 2006,
by TED KONIUSZYK, as VICE PRESIDENT, of Citifinancial Services, Inc..
NOTARY STAMP/SEAL

[Signature]
NOTARY PUBLIC

SANDRA WYLIE

PRINTED NAME OF NOTARY

MY Commission Expires: 1-6-08



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

Property of Cook County Clerk's Office

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Loan No. _____

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 LAND.

Property of Cook County Clerk's Office

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ORDER #: 5055560

EXHIBIT A

ALL THAT PARCEL OF LAND IN CITY OF COOK COUNTY, COOK COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 96775508, ID# 19-08-322-032-0000, BEING KNOWN AND DESIGNATED AS THE SOUTH 33 FEET OF THE NORTH 65 FEET OF LOT 20 (EXCEPT THE 8 FEET TAKEN FOR THE ALLEY) IN BLOCK 6 IN FREDERICK H. BARTLETT'S 8TH ADDITION TO BARTLETT'S HIGHLANDS A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BY FEE SIMPLE DEED FROM BANK OF CHICAGO F/K/A GARFIELD RIDGE TRUST & SAVINGS BANK, *AN ILLINOIS BANKING CORPORATION DULY AUTHORIZED TO ACCEPT AND EXECUTE TRUSTS WITHIN THE STATE OF ILLINOIS, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN DEED OR DEEDS IN TRUST DULY RECORDED AND DELIVERED TO SAID ILLINOIS BANKING CORPORATION, IN PURSUANCE OF A TRUST AGREEMENT DATED THE 30TH DAY OF NOVEMBER, 1979, AND KNOWN AS TRUST NUMBER 79-11-12

AS SET FORTH IN DOC # 96775508 DATED 09/10/1996 AND RECORDED 10/10/1996, COOK COUNTY RECORDS, STATE OF ILLINOIS.