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Doc#: 0710149034 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/11/2007 10:47 AM Pg: 1 of 5

AMERICAN TITLE CORP.
1540 N. OLD RAND ROAD
WAUCONDA, IL 60084
847-487-9200

RECORDING REQUESTED BY:
CitiMortgage, Inc.

WHEN RECORDED MAIL TO:
CitiMortgage, Inc.
Document Processing, Mail Station 321
1000 Technology Drive
O Fallon, MO 63368-2240

Subordinate Account Number: 711141156

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

SUBORDINATION AGREEMENT

1023255 (2 of 2)

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 effective March 26, 2007, by

Angela D. Hayward

owner(s) of the land described as

SEE ATTACHED EXHIBIT "A"

located in the City/County of Cook, State of Illinois, and hereinafter referred to as "Owner", and

Citibank, F.S.B.

present owner and holder of the Security Instrument and Note first hereinafter described and hereinafter referred to as "Creditor".

WITNESSETH

THAT WHEREAS, Owner did execute a Security Instrument (mortgage, deed of trust, or deed to secure debt), dated on or about October 7, 2005, covering the above described property to secure a Note in the original sum of \$93,900.00, dated October 7, 2005 in favor of Citimortgage, Inc., which Security Instrument was recorded on _____ in Book _____, Page _____ or as Instrument Number 0529349074 in the Official Records of the City/County and State above mentioned, which is hereinafter referred to as "Creditor's Security Instrument," and

WHEREAS, Owner has executed, or is about to execute, a Security Instrument (mortgage, deed of trust, or deed to secure debt) and note in the sum of \$200,000.00 dated March 26, 2007 in favor of CitiMortgage, Inc., hereinafter referred to as "Lender," payable with interest and upon the terms of conditions described therein, which Security Instrument is to be recorded concurrently herewith, which is hereinafter referred to as "Lender's Security Instrument"; and

WHEREAS, it is a condition precedent to obtaining said loan that said Lender's Security Instrument shall unconditionally be and remain at all times a lien or charge upon the above described property, prior and superior to the lien or charge of Creditor's Security Instrument; and

WHEREAS, Lender is willing to make said loan provided that Lender's Security Instrument is a lien or charge upon the above described property prior and superior to the lien or charge of Creditor's Security Instrument and provided that Creditor will specifically and unconditionally subordinate the lien or charge of Creditor's Security Instrument to the lien or charge of Lender's Security Instrument; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that Lender's Security Instrument shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of Creditor's Security Instrument.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable considerations, 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 Lender's Security Instrument, securing said note in favor of Lender and any renewals or extensions thereof, 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 Creditor's Security Instrument.

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~~_____~~

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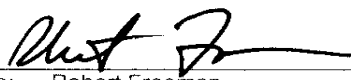
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this Subordination Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of Creditor's Security Instrument to the lien or charge of Lender's Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between Lender's Security Instrument and Creditor's Security Instrument, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in Creditor's Security Instrument which provide for the subordination of the lien or charge thereof to another Security Instrument or Instruments.

Creditor declares, agrees and acknowledges that

- (a) Creditor consents to and approves (i) all provisions of the note and Security Instrument 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 disbursement pursuant to any such agreement is under no obligation 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;
- (c) Creditor intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of Creditor's Security Instrument in favor of the lien or charge upon said land of Lender's Security Instrument 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

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.

CREDITOR:
Citibank, F.S.B.
by CitiMortgage, Inc. fka Citicorp Mortgage, Inc.,

By: 
Printed Name: Robert Freeman
Title: Vice President, Operations

OWNER:

Angela D. Haywood

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of TX)
COUNTY of Dallas) ss.

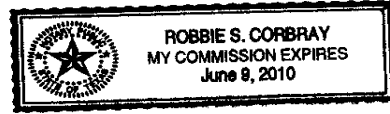
On Mar 21, 2007 before me, Robbie S. Corbray, a Notary Public in and for said state, personally appeared Robert Freeman, Vice President, Operation of CitiMortgage, Inc. attorney-in-fact for Citibank, N.A., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Subordination Agreement on

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behalf of said corporation and acknowledged to me that he/she/they, being authorized to do so, executed the same for the purposes therein stated.

WITNESS my hand and official seal.

Robbie S. Corbray
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

STATE of Illinois)
CITY/COUNTY of Cook) ss.

On March 26, 2007 before me, Gaynell Magaha Notary Public, personally appeared _____

Angela D. Haywood

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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 SEAL

Gaynell Magaha
NOTARY PUBLIC SIGNATURE
Gaynell Magaha

STATE of _____)
CITY/COUNTY of _____) ss.

On _____ before me, _____ Notary Public, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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 SIGNATURE

NOTARY PUBLIC SEAL

STATE of _____)
CITY/COUNTY of _____) ss.

On _____ before me, _____ Notary Public, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)

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whose names(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 SIGNATURE

NOTARY PUBLIC SEAL

STATE of _____)
CITY/COUNTY of _____)

ss.

On _____ before me, _____, Notary Public, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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 SIGNATURE

NOTARY PUBLIC SEAL

Property of Cook County Clerk's Office

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Appendix A

Legal Description

PARCEL 1: UNIT C-59 IN THE HARBOR SQUARE AT BURNHAM PLACE CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT 1 IN CENTRAL STATION 2ND RESUBDIVISION, BEING A RESUBDIVISION OF CENTRAL STATION RESUBDIVISION IN THE NORTHWEST FRACTIONAL ¼ OF SECTION 22 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 19, 1993 AS DOCUMENT NUMBER 93557312 AND AMENDED BY AMENDMENT RECORDED NOVEMBER 16, 1993 AS DOCUMENT 93933177 AND THE SECOND AMENDMENT TO DECLARATION RECORDED JULY 13, 1994, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 94611645 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY.

PARCEL 2: PERPETUAL NON-EXCLUSIVE EASEMENT TO AND FOR THE BENEFIT OF PARCEL 1 AND 2 FOR INGRESS AND EGRESS IN, TO OVER AND ACROSS LOTS 2, 3 AND 77 AS CREATED AND SET OUT IN THE PLAT OF RESUBDIVISION RECORDED AS DOCUMENT NUMBER 93064835 AND AS FURTHER CREATED BY TRUSTEE'S DEED DATED JANUARY 25, 1993 AND RECORDED ON FEBRUARY 9, 1993 AS DOCUMENT NUMBER 93107422.

PIN #: 17-22-109-138-1043