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Doc#: 0817649054 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/24/2008 10:51 AM Pg: 1 of 5

RECORDING REQUESTED BY:  
CitiMortgage, Inc.

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

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

Subordinate Account Number: 2713856710

## 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 effective June 4, 2008, by

Richard C. Balough  
Cheryl Dancey Balough

owner(s) of the land described as

**SEE ATTACHED EXHIBIT "A"**

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

Citibank, N.A.

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 June 29, 2007, covering the above described property to secure a Note in the original sum of \$50,000.00, dated June 29, 2007 in favor of Citibank, N.A., which Security Instrument was recorded on August 23, 2007 in Book \_\_\_\_\_, Page \_\_\_\_\_ and/or as Instrument Number 0723535034 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 \$415,000.00 dated June 4, 2008 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

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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.
- (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 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;
- (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



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NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

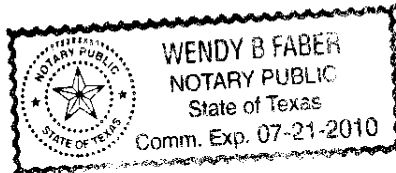
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STATE of TEXAS )  
CITY/COUNTY of DAWAS ) ss.

On 12/10/08 before me, WENDY B. FABER, Notary Public, personally appeared Michelle Schart

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.



Wendy B. Faber  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

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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

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**ACQUEST TITLE SERVICES, LLC**  
2500 West Higgins Road, Suite 1250, Hoffman Estates, IL, 60169  
AS AGENT FOR  
Lawyers Title Insurance Corporation

Commitment Number: 2008030510

## SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Unit 31E, together with an undivided percentage interest in the common elements in The Tuxedo Park Condominium, as delineated and defined in the Declaration recorded as Document Number 97465251, as amended from time to time, in the Northeast 1/4 of the Northwest 1/4 of Section 8 and the Northeast 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-09-207-006-1078

FOR INFORMATION PURPOSES ONLY:  
THE SUBJECT LAND IS COMMONLY KNOWN AS:  
704 North Orleans Street, Unit 31E  
Chicago, IL 60610