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Doc#: 0821742023 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/04/2008 09:25 AM Pg: 1 of 6

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Citibank
1000 Technology Dr. MS 321
O'Fallon, MO 63368
CitiBank Account No.: 108060410244000

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 26th day of June, 2008, by
Alan F. Myers and Shelley L. Myers

owner(s) of the land hereinafter describe and hereinafter referred to as "Owner," and

Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FEDERAL SAVINGS BANK

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 \$ 150,000.00, dated _____, in favor of Creditor, which mortgage or deed of trust was recorded on January 17, 2008, in Book _____, Page _____ and/or as Instrument No. 0801755056 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 \$ 492,000.00, 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



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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

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CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:

Citibank N.A

By [Signature]
Printed Name Christine Dean
Title Vice President

OWNER:

[Signature]
Printed Name Alan J. Myers
Title _____

[Signature]
Printed Name Shelley L. Myers
Title _____

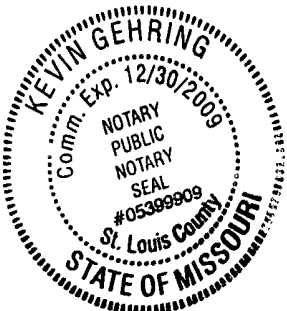
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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 6/26/08, before me, Kevin Gehring personally appeared Christine Dean, Vice-President of Citibank N.A 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.



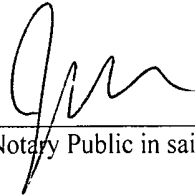
[Signature]
Notary Public in said County and State

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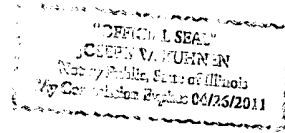
STATE OF IL)
County of Cook) Ss.

On 7-25-08, before me, Joseph W. Kuhnen personally appeared Alan F. Myer and Shelley L. Myer 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.



Notary Public in said County and State



Property of Cook County Clerk's Office

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1409 008437927 SK
STREET ADDRESS: 1866 TRAILS EDGE DRIVE, NORTHBROOK, IL
CITY: NORTHBROOK **COUNTY:** COOK
TAX NUMBER: 04-15-204-013-0000

LEGAL DESCRIPTION:**PARCEL 1:**

LOT 21 IN PARK PLACE ESTATES OF NORTHBROOK, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR PARK PLACE ESTATES OF NORTHBROOK DATED MAY 14, 1993 AND RECORDED MAY 17, 1993 AS DOCUMENT 93366707 MADE BY PARK PLACE ESTATES OF NORTHBROOK LIMITED PARTNERSHIP OVER THE FOLLOWING DESCRIBED LAND:

LOTS 45 AND 46 (ALSO KNOWN AS OUTLOTS C AND D) IN PARK PLACE ESTATES OF NORTHBROOK SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AFORESAID, FOR INGRESS AND EGRESS TO AND FROM THE EMERGENCY FIRE LANE EASEMENT AS CREATED BY DECLARATION OF EASEMENT DATED MAY 14, 1993 AND RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93366643 OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A 20 FOOT STRIP OF LOT IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15 WITH THE SOUTH LINE OF THE NORTH 5 CHAINS OF SAID NORTHEAST 1/4 OF SECTION 15; THENCE SOUTH 88 DEGREES, 59 MINUTES, 39 SECONDS EAST ALONG THE LAST SAID SOUTH LINE 19.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES, 59 MINUTES, 39 SECONDS EAST ALONG THE LAST SD SOUTH LINE 20.79 FEET; THENCE SOUTHEASTERLY 436.29 FEET ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY WITH A RADIUS 630.0 FEET (THE CHORD OF SAID ARC BEARING SOUTH 34 DEGREES, 53 MINUTES, 30 SECONDS EAST 427.63 FEET); THENCE SOUTH 54 DEGREES, 43 MINUTES, 52 SECONDS EAST TANGENT TO THE LAST SAID CURVE 119.81 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 153.56 FEET ALONG THE ARC OF A CURVE CONVEX NORTHEASTERLY WITH A RADIUS OF 410.00 FEET TO A POINT OF REVERSE CURVE (THE CHORD OF SAID ARC BEARING SOUTH 44 DEGREES, 00 MINUTES, 05 SECONDS EAST 152.66 FEET); THENCE

(CONTINUED)

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CITY: NORTHBROOK **COUNTY:** COOK
TAX NUMBER: 04-15-204-013-0000

LEGAL DESCRIPTION:

SOUTHEASTERLY 391.38 FEET ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY, TANGENT TO THE LAST SAID CURVE WITH A RADIUS OF 850.00 FEET (THE CHORD OF SAID ARC BEARING SOUTH 46 DEGREES, 27 MINUTES, 45 SECONDS EAST 387.93 FEET); THENCE SOUTH 33 DEGREES, 21 MINUTES, 51 SECONDS WEST 20.03 FEET; THENCE NORTHWESTERLY 399.54 FEET ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY WITH A RADIUS OF 870.00 FEET TO A POINT OF REVERSE CURVE (THE CHORD OF SAID ARC BEARING NORTH 46 DEGREES, 25 MINUTES, 40 SECONDS WEST 396.03 FEET); THENCE NORTHWESTERLY 146.07 FEET ALONG THE ARC OF A CURVE CONVEX NORTHEASTERLY, TANGENT TO THE LAST SAID CURVE WITH A RADIUS OF 390.00 FEET (THE CHORD OF SAID ARC BEARING NORTH 44 DEGREES, 00 MINUTES, 05 SECONDS WEST 145.22 FEET); THENCE NORTH 54 DEGREES, 43 MINUTES, 52 SECONDS WEST TANGENT TO THE LAST SAID CURVE 1,149.81 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 455.89 FEET ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY, TANGENT TO THE LAST SAID LINE WITH A RADIUS OF 650.00 FEET (THE CHORD OF SAID ARC BEARING NORTH 34 DEGREES, 38 MINUTES, 18 SECONDS WEST 446.61 FEET) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.