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Doc#: 0827755030 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/03/2008 02:39 PM Pg: 1 of 4

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: 002005682305

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

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 September 25, 2008, by
Thomas W. Harvey and Debra J. Harvey

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 February 12, 2005, covering the above described property to
secure a Note in the original sum of \$197,400.00, dated February 12, 2005 in favor of Citibank,
FSB, which Security Instrument was recorded on February 25, 2005 in Book , Page
or as Instrument Number 0505649064 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 \$226,000.00 dated September 25, 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

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.

ACCT# 20080902P

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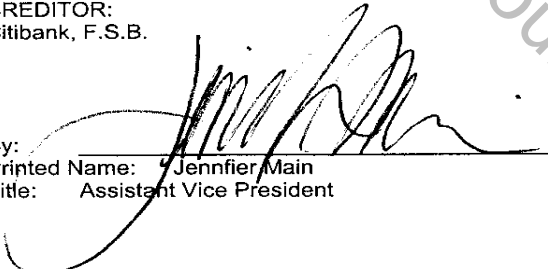
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this Subordination Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of Creditor's Security Instrument to the lien or charge of Lender's Security 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

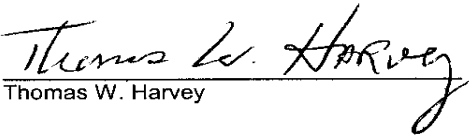
- (a) Creditor consents to and approves (i) all provisions of the note and Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) 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

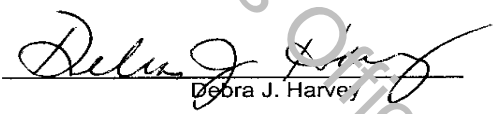
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

CREDITOR:
Citibank, F.S.B.

By: 
 Printed Name: Jennifer Main
 Title: Assistant Vice President

OWNER:


 Thomas W. Harvey


 Debra J. Harvey

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of California)
)
 COUNTY of Los Angeles) 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

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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.

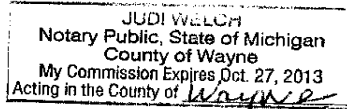
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

STATE of Michigan)
CITY/COUNTY of Wayne) ss.
On 9-23-08 before me, Judi Welch, Notary Public, personally
appeared Jennifer Main

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.



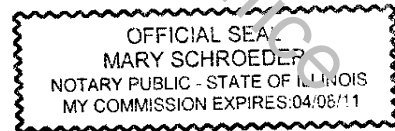
Judi Welch
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

STATE of Illinois)
CITY/COUNTY of Cook) ss.
On 9/25/2008 before me, Mary Schroeder, Notary Public, personally
appeared Thomas W. Harney & Deborah J. Harney

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.



Mary Schroeder
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

STATE of _____)
CITY/COUNTY of _____) ss.
On _____ before me, _____, Notary Public, personally
appeared _____

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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: 2008090018

SCHEDULE C PROPERTY DESCRIPTION

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

Parcel 1: Lot 51 in Creekside at Plum Grove Unit Number 3, being a resubdivision of part of Lot 1 of Louchios Farm Subdivision in the North 1/2 of Section 35, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded July 23, 1968 as Document Number 20560534, in Cook County, Illinois.

Parcel 2: Easement for the benefit of Parcel 1 as created by Plat of Creekside at Plum Grove Unit Number 3, aforesaid recorded July 23, 1968 as Document Number 20560534 and as created by deed from Pioneer Trust and Savings Bank, a corporation of Illinois, as Trustee under Trust Agreement dated October 17, 1967 and known as Trust Number 16204, to Klaus H. Nincke and Betty Y. Nincke dated August 26, 1970 recorded September 9, 1970 as Document Number 21259741, for ingress and egress over the Easterly 30 feet of Lot 52, over the part of Lot 57 lying Easterly of a line which is 10 feet West of the Northeast corner and 30 feet Southwesterly of the East corner of said Lot, over that part of Lot 58 described as follows: Beginning at the Southwest corner of said Lot, running thence East along the South line for a distance of 25 feet; thence Northwesterly along a line parallel to the Southwesterly line for a distance of 90 feet; thence Northeasterly to a point on the Northwesterly line which is 70 feet Northeasterly of the Northwest corner thereof; thence Westerly along the Northwesterly line of said Lot to the Northwest corner thereof; thence Southerly along the Southwest line of said Lot to a place of beginning over that part of Lot 59 described as follows: beginning at the Southwest corner of said Lot running thence North along the West line thereof for a distance of 60 feet; thence East for a distance of 10 feet; thence South to a point on the Southeasterly line of said Lot which is 16.28 feet Easterly of the Southwest corner thereof; thence along the Southeasterly line to the place of beginning and over that part of Lot 60 lying South of a line which is 30 feet North of the Southwest corner thereof and 60 feet North of the Southeast corner thereof all in Creekside at Plum Grove Unit Number 3, being a resubdivision of Lot 1 of Louchios Farm Subdivision in the North 1/2 of Section 35, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 02-35-208-021

FOR INFORMATION PURPOSES ONLY:
THE SUBJECT LAND IS COMMONLY KNOWN AS:
1 Old Hickory Road
Rolling Meadows, IL 60008