

# UNOFFICIAL COPY



Doc#: 0915549058 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/04/2009 10:54 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

Subordinate Account Number: 001120521223

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 , by

James R. Muscarello  
Margaret Muscarello  
2618 N. Douglas Ave.  
Arlington Hts., IL 60004

owner(s) of the land described as

**SEE ATTACHED EXHIBIT "A"**

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

Citibank, F.S.B. successor to Citibank (New York State)

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 27, 2007, covering the above described property to secure a Note in the original sum of \$200,000.00, dated June 27, 2007 in favor of Citibank, NA., which Security Instrument was recorded on ~~July 1, 2008~~ in Book NA, Page NA and/or as Instrument Number 0720655059 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 \$199,000.00 dated April 27, 2009 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

9010462

Am  
\* See 25,  
2007

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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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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, N.A.

by CitiMortgage, Inc. fka Citicorp Mortgage, Inc., its attorney in fact by power of attorney recorded at Book/Page and/or Instrument Number liber 2475 page 730 on July 11, 1997

By: Robin Frey  
Printed Name: Robin Frey  
Title: Assistant Vice President

**ROBIN FREY**  
Operations Manager  
Citibank Lending Operations  
CitiMortgage, Inc.  
6880 Inland Drive  
Mail Stop C2  
Ann Arbor MI 48108  
Phone: (734) 295-6036  
Fax: (866) 279-2735

**OWNER:**

James R. Muscarello  
James R. Muscarello

Margaret Muscarello  
Margaret Muscarello

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of Michigan }

} ss.

COUNTY of Washtenaw}

On 4-22-09 before me, Judi Welch, a Notary Public in and for said state, personally appeared Robin Frey, Assistant Vice President of CitiMortgage, Inc., fka Citicorp Mortgage, Inc., 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 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.

Judi Welch

JUDI WELCH  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires Oct. 27, 2013  
Acting in the County of Washtenaw

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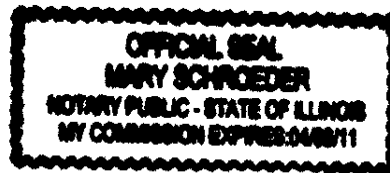
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

\*\*\*

STATE of Illinois )  
 CITY/COUNTY of Cook ) ss.  
 On 4/27/09 before me, Mary Schroeder, Notary Public, personally  
 appeared James Muscarello & Margaret Muscarello  
 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.



Mary Schroeder  
 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

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## ACQUEST TITLE SERVICES, LLC

2700 West Higgins Road, Suite 110, Hoffman Estates, IL, 60169

AS AGENT FOR

Lawyers Title Insurance Corporation

Commitment Number: 2009010462

### SCHEDULE C PROPERTY DESCRIPTION

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

Lot 8 in Porter's Resubdivision of Eckhardt's Arlington Acres, being a Resubdivision of Lots 1, 2, and 3 in Harry J. Eckhardt's Subdivision, being a Subdivision in the Northwest 1/4 of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 19, 1977 as Document No. 24066178, in Cook County, Illinois.

PIN: 03-17-118-011

FOR INFORMATION PURPOSES ONLY:  
THE SUBJECT LAND IS COMMONLY KNOWN AS:  
2618 North Douglas Avenue  
Arlington Heights, IL 60004