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Doc#: 0920349039 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/22/2009 01:58 PM 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: 2714373749

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 June 26, 2009, by

Michael K. Flaherty and patricia L. Pomatto

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, 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 March 20, 2008, covering the above described property to secure a Note in the original sum of \$265,000.00, dated March 20, 2008 in favor of , which Security Instrument was recorded on April 10, 2008 in Book , Page and/or as Instrument Number 0810155155 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 \$151,000.00 dated June 26, 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

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

ACQT# 9030722

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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

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A

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PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

CREDITOR:
Citibank, N.A.

ROBIN FREY
Operations Manager
Citibank Lending Operations
CitiMortgage, Inc.
6300 Interstat Drive
Mail Stop C2
Ann Arbor, MI 48108
Phone: (734) 295-6036
Fax: (866) 279-2735

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

OWNER:

Michael K. Flaherty
Michael K. Flaherty

Patricia L. Pamatto
Patricia L. Pamatto

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of MI }
COUNTY of Wayne } ss.

On 6-23-09 before me, Judi Welch, a Notary Public in and for said state, personally appeared Robin Frey, 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
Notary Public, State of Michigan
County of Wayne
My Commission Expires Oct. 27, 2013
Acting in the County of Wayne

Judi Welch
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

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STATE of Illinois
CITY/COUNTY of Cook

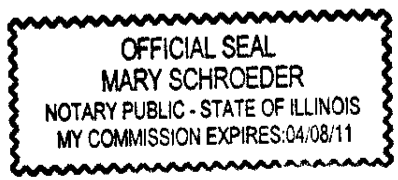
ss.

On June 24, 2009 before me, Mary Schroeder, Notary Public, personally appeared Michael K. Slabutz & Patricia L. Donatho

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 _____

ss.

CITY/COUNTY of _____

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 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 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: 2009030722

SCHEDULE C PROPERTY DESCRIPTION

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

Lot 102 in Plum Grove Estates Unit Number 4, being a Subdivision in the South 1/2 of Section 35, Township 42 North, Range 10, East of the Third Principal Meridian, and Sections 1 and 12, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 02-35-406-016

FOR INFORMATION PURPOSES ONLY:
THE SUBJECT LAND IS COMMONLY KNOWN AS:
2282 Longacres Lane
Palatine, Illinois 60067