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M/N



Doc#: 0925855036 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/15/2009 01:28 PM Pg: 1 of 6

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: 271305

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 July 9, 2009, by

James McCarthy
Cathy McCarthy

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. successor to Citibank (New York State)

present owner and holder of the Security Instrument and Note and 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 November 27, 2006, covering the above described property to secure a Note in the original sum of \$150,000.00, dated November 27, 2006 in favor of Citibank, NA, which Security Instrument was recorded on December 15, 2006 in Book _____, Page _____ and/or as Instrument Number 0634949032 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 \$255,000.00 dated July 9, 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

9030704
ACCT#

lot

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

CREDITOR:

Citibank, F.S.B. successor to Citibank (New York State)
by CitiMortgage, Inc. fka Citicorp Mortgage, Inc., its attorney in fact by power of attorney recorded
at Book/Page and/or Instrument Number 00634949032

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

ROBIN FREY
Operations Manager
Citibank Lending Operations
CitiMortgage, Inc.
6000 Franklin Drive
Mail Stop C2
Ann Arbor, MI 48106
Phone: (734) 291-2222
Fax: (800) 275-2765

OWNER:

James McCarthy

Cathy McCarthy

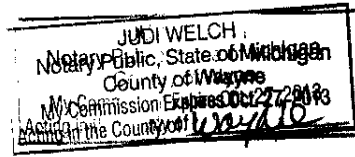
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of Michigan }
COUNTY of Wayne } ss.

On 7-6-09 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
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

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

CREDITOR:

Citibank, F.S.B. successor to Citibank (New York State)
by CitiMortgage, Inc. fka Citicorp Mortgage, Inc., its attorney in fact by power of attorney recorded
at Book/Page and/or Instrument Number 00634949032

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

ROBIN FREY
Operations Manager
Citibank Lending Operations
CitiMortgage, Inc.
6820 Interstate Drive
Mail Stop C1
Ann Arbor, MI 48108
Phone: (734) 231-6228
Fax: (800) 270-2730

OWNER:

James McCarthy
James McCarthy

Cathy A. McCarthy
Cathy McCarthy

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of Michigan}

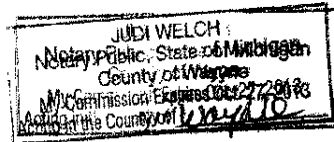
COUNTY of Wayne}

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WITNESS my hand and official seal.

Judi Welch
NOTARY PUBLIC SIGNATURE



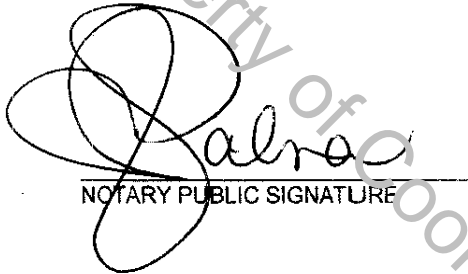
NOTARY PUBLIC SEAL

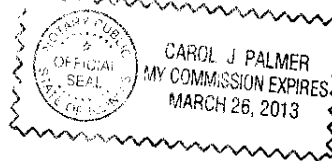
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STATE of Ill)
 CITY/COUNTY of Cook) ss.
 On 7-9-09 before me, CAROL J. PALMER, Notary Public, personally
 appeared JAMES MCCARTHY

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

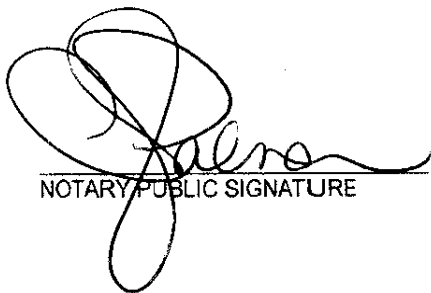


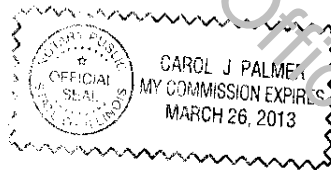
NOTARY PUBLIC SEAL

STATE of Ill)
 CITY/COUNTY of Cook) ss.
 On 7-9-09 before me, CAROL J. PALMER, Notary Public, personally
 appeared CATHY MCCARTHY

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
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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: 2009030704

SCHEDULE C PROPERTY DESCRIPTION

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

Lot 5 in Block 3 in Michael John Terrace, Unit No. 2, being a Subdivision of part of the North 1/2 of the Northwest 1/4 of Section 25, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 09-25-119-005

FOR INFORMATION PURPOSES ONLY:

THE SUBJECT LAND IS COMMONLY KNOWN AS:

227 Austin Avenue

Park Ridge, Illinois 60068