

RECORDING REQUESTED BY:
CitiMortgage, Inc.

WHEN RECORDED MAIL TO:
CitiMortgage, Inc.
Document Processing, Mail Station 321
1000 Technology Drive
O Fallon, MO 63368-2240

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

Subordinate Account Number: 2713925093

SUBORDINATION AGREEMENT

41435124A (6)

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 October 16, 2009, by

Mack Mister

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES
1101 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 2
Accommodation Recording Per Client Request

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, 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 July 26, 2007, covering the above described property to secure a Note in the original sum of \$25,000.00, dated July 26, 2007 in favor of Citi, which Security Instrument was recorded on October 3, 2007 in Book , Page and/or as Instrument Number 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 \$85,530.00 dated October 16, 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

*11/24/09, #0932857336

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

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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.

Michelle Dewhirst
Assistant Vice President/Agency Operations
CitiMortgage, Inc.
100 Galleria Office/Suite 300
Southfield, MI 48034-8408
248-905-9301
SOE #MD03687

By: *Michelle Dewhirst*
Printed Name: Michelle Dewhirst
Title: Assistant Vice President

OWNER: *Mack Mister*
Mack Mister

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of Michigan }
COUNTY of Washtenaw }

} ss.

On 10.16.09 before me, Deborah A. Berling, a Notary Public in and for said state, personally appeared Michelle Dewhirst, Assistant Vice President of CitiMortgage, 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.

DEBORAH A. BERLING
Notary Public, State of Michigan
County of Jackson
My Commission Expires Mar. 3, 2013
Acting in the County of Washtenaw

Deborah A. Berling
NOTARY PUBLIC SIGNATURE
Deborah A. Berling

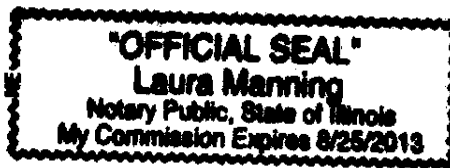
NOTARY PUBLIC SEAL

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STATE of Illinois)
 CITY/COUNTY of Cook) ss.
 On 11/14/09 before me, Laura Manning, Notary Public, personally
 appeared Mack mister

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.



Laura Manning
 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

UNOFFICIAL COPY

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

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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EXHIBIT A

THE FOLLOWING DESCRIBED PROPERTY TO WIT: LOT 8 IN HARVEY S BRACKETTS RESUBDIVISION OF LOTS 49 TO 56 AND ALL OF 57 EXCEPT THE WEST 6 FEET IN BLOCK 9 IN RESUBDIVISION OF BLOCKS 7, 8, 9 AND 10 IN WEST CHICAGO LAND COMPANYS SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 1909 AS DOCUMENT 4357831, IN COOK COUNTY ILLINOIS.

PIN # 16-10-212-015-0000

BEING THE SAME FEE SIMPLE PROPERTY CONVEYED BY WARRANTY DEED FROM WILLIAM J RIEMER and KATHRYN T RIEMER TO MACK A MISTER , DATED 08/01/1967 RECORDED ON 08/15/1967 IN DOCUMENT NO 20230693, IN COOK COUNTY RECORDS, STATE OF IL. TITLE TO THE PROPERTY WAS ORIGINALLY VESTED IN MACK A MISTER AND WILLIE H. MESTER, HUSBAND AND WIFE. THE SAID WILLIE H. MESTER, HAVING DEPARTED THIS LIFE EVIDENCE BY AFFIDAVIT OF DECEASED JOINT TENANT RECORDED ON 08/28/2003 IN INSTRUMENT NO. 0324010009. THERE BY VESTING FEE SIMPLE TITLE IN MACK A MISTER.

41435124 A MISTER IL
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

Cook County Clerk's Office