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Cook County Recorder of Deeds

Date: 12/18/2009 09:26 AM Pg: 1 ot 6

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AP.N.: Subordination Agreement Notice This Subordination Agreement Subordination Agreement Notice This Subordination Agreement Notice This Subordination Agreement Notice This Subordination Agreement results in Your Security Interest in the property becoming subsect to Andor Lower Priority THANTHE LONG Some Other of Large Scurity Instrument. THIS AGREEMENT, made this 10th day of August 2009, by Mary Maxwell Torges and owner(s) of the land hereinafter described and hereinafter referred to as "Owner," and JP Morgan Chase Bank Citibank, N.A., 1111 Polaris Parkway Columbus, OH 43240 present owner and holder of the mortgage or deed of trust and related rote first hereinafter described and hereinafter referred to as "Creditor." WITNESSETH THAT WHEREAS, Owner has executed a mortgage or deed of trust, dated on grabout to Credinor, covering: SEE ATTACHED EXHIBIT "A" To secure a note in the sum of \$ 271,500.00	1000 Technology Dr.		4000 Industria		
Space Above This Line for Recorder's Use Only A.P.N.:	O'Fallon, MO 63368				
A.P.N.: SUBORDINATION AGREEMENT NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTERES. IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT. THIS AGREEMENT, made this 10th day of August , 2009 , by Mary Maxwell Than'as and WHAT MAXWEll Than'as and Owner(s) of the land, hereinafter described and hereinafter referred to as "Owner," and JP Morgan Chase Bank Clitibank, N.A., 1111 Polaris Parkway Columbus, OH 43240 WITNESSETH THAT WHEREAS, Owner has executed a mortgage or deed of trust and related note first hereinafter described and hereinafter referred to as "Creditor." WITNESSETH THAT WHEREAS, Owner has executed a mortgage or deed of trust, dated on or about to Creditor, which mortgage or deed of trust was recorded on April 4th 2008 in the Official Records of the Town and/or County of referred to in Exhibit A attached hereto, and WHEREAS, Owner has executed, or is about to execute, a mortgage or deed of trust and a related note in a sumnot greater than 414,000.00 to be dated no later than Hugglish D. According in favor of 1 the Creditor. Chase Buttle M. hereinafter referred to as "Lender," payable with interest and apon the terms and conditions described therein, which mortgage or deed of trust is to be recorded concurrently be the reverwith; and a condition precedent to obtaining said loan that said mortgage or deed of trust last above mentioned shall unconditionally be and train at all times a lien or charge unon the land herein before described mentioned shall unconditionally be and train at all times a lien or charge unon the land herein before described mentioned shall unconditionally be and train at all times a lien or charge unon the land herein before described mentioned shall unconditionally be and train at all times a lien or charge unon the land herein before described mentioned shall unconditionally be and train at all times as lien or charge unon the land herein before described mentioned shall unconditional	Citibank Account No.:	109061000465000	14 <i>322</i> 00		
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SUBORDINATION A GREEMENT CONTINUED ON NEXT PAGE

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CONTINUATION OF SUBORDINATION AGREEMENT

WHEREAS, Lender is willing to make said loan provided the mortgage or deed of trust securing the same is a lien of charge upon the above described property prior and superior to the lien of charge of the mortgage or deed of trust first above mentioned and provided that Creditor will specifically and unconditionally subordinate the lien or charge of the mortgage or deed of trust first above mentioned to the lien or charge of the mortgage or deed of trust in favor of Lender; and

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage or deed of trust in favor of the Creditor above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to analyze the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said no trage or deed of trust securing said note in favor of Lender shall unconditionally be and remain at all times a lie to charge on the property therein described, prior and superior to the lien or charge of the mortgage or deed of crust in favor of the Creditor first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be me whole and only agreement with regard to the subordination of the lien or charge of the mortgage or deed of the ust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority bet ween the mortgages or deeds of trust hereinbefore specifically described, any prior agreement as to such subord natical including, but not limited to, those provisions, if any, contained in the mortgage or deed of trust in favor of any Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to subther mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgap; or deed of trust and the related note in favor of Lender above referred to, and (ii) all agreements, including ou 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 disbursements pursuant to any such agreement it under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds of 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 agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lief or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or deed of trust in favor of Lender above referred to 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
- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or deed of trust in favor of Lender above referred to.

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.

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

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CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank, N.A.,

By Colon Isla	
Printed Name Jo Ann Bibb	
Trle Assistant Vice President	
OWNER Junell Kynns	
Printed Name Mary Maxwell Thomas	Printed Name
Title	Title
Ox	
Printed Name	Printed Name
Title	Title
(ALL SIGNATURES MUS	A GANOMI EDGEDA
COLM COLMINGE COLM	T PE ACKNOWLEDGED)
IT IS RECOMMENDED THAT, PRIOR TO THE EX	ECUTION OF THIS AGREEMENT, THE PARTIES
CONSULT WITH THEIR ATTORN	TEYS WITH RI SPECT THERETO.
	' Q ₄ .
STATE OF MISSOURI	-74,
A . A) Ss.
1000	7 58.
On August 10th, 2009, before me,	Kevin Gehring personally
appeared Jo Ann Bibb As	sistant Vice President
Citibank, N.A.	
personally known to me (or proved to me on the basis o	f satisfactory evidence) to be the person(s) wore
manie(s) is/are subscribed to the within instrument and a	icknowledged to me that he/sha/thair avocate the
same in his/her/their authorized capacity(ies), and that b person(s), or the entity upon behalf of which the person	by his/her/their signature(s) on the instrument the
person of the energy apon behan of which the person	(s) acted, executed the instrument.
Witness my hand and official seal.	\mathcal{U}_{a}
KEVIN GEHRING	Notary Public in said County and State
Notary Public - Notary Seal	Notary Fubite at Said County and State
State of Missouri, St Louis County	<i>'/1</i>
Commission # 05399909 My Commission Expires Dec 30, 2009	//
init genturagian Pubitas DAS DAT TARA	1 1

0935213000 Page: 4 of 6

UNOFFICIAL COPY

STATE OF County of Ss.

On Many Markett Thomas and personally appeared whose name(s) is/ase subscribed to the within instrument and acknowledged to me that is/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.

OFFICIAL SEAL
THORY ANN JONES
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION PROPRESOR/23/10

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CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank, N.A.,	
Printed Name Jo Ann Bibb Title Assistant Vice President	
OWNER.	
Printed NameMary Maxwell Thomas	Printed Name
Title	Title
O _x C	
Printed Name	Printed Name
Title	Title
IT IS RECOMMENDED THAT, PRIOR TO THE EX	T BE ACKNOWLEDGED) RECUTION OF THIS AGREEMENT, THE PARTIES WEYS WITH RESPECT THERETO.
STATE OF MISSOURI	T'
County of St. Louis) Ss.
On August 10th, 2009 , before me,	Kevin Gehring price nally
appeared Jo Ann Bibb A	ssistant Vice President
Citibank, N.A. personally known to me (or proved to me on the basis of name(s) is/are subscribed to the within instrument and same in his/her/their authorized capacity(ies), and that person(s), or the entity upon behalf of which the person	acknowledged to me that he/she/they executed the by his/her/their signature(s) on the instrument the
Witness my hand and official seal.	\mathcal{L}_{1}
KEVIN GEHRING	Notary Public in said County and Stat
Notary Public - Notary Seal State of Missouri, St Louis County Commission # 05399909	rounty I doubt in said County and Stat

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UNOFFICIAL COPY

Exhibit "A" Legal Description

ALL THAT PARCEL OF LAND IN CITY OF, COOK COUNTY, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS LOT 7, SECTION 33-42-12, COUNTY CLERKS DIVISION, FILED IN PLAT DOC # 25622670, RECORDED 10/14/1980.(PARCEL 1) LOT 21 IN CAROL ESTATES, UNIT NO. 2, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 32 AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, ALL IN TOWNSIHP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF BLENVIEW, COOK COUNTY, ILLINOIS. (THE LEGAL DESCRIPTION FOR THIS PARCEL IS 04-33-300-089) THE WEST 57.03 FEET OF THE WEST 132 FEET OF THE EAST 1056 FEET OF LOT 7 (EXCEP) THE NORTH 432.96 FEET AND EXCEPT THE SOUTH 441.57 FEET THEREOF) IN COUNTY CLERKS DIVISION OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY LILLINOIS. (THIS LEGAL DESCRIPTION IS FOR PIN 04-33-300-098)

BY FEE SIMPLE DEED FROM MARY THOMAS-COOPER, AS TRUSTEE UNDER THE MARY THOMAS-COOPER DECLARATION OF TRUST DATED 01/04/1999 AS SET FORTH IN DOC # 0336545000 LATED 11/23/2003 AND RECORDED 12/31/2003, COOK County Clerk's Office COUNTY RECORDS, STATE OF PLANOIS.

Tax ID: 04-33-300-089

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