

# UNOFFICIAL COPY



Doc#: 1005517021 Fee: \$48.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/24/2010 01:24 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

7872064

Subordinate Account Number: 2714591845

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

David R. Burk Trustee of David R. Burk and Kimberly R. Burk  
Trustee of Kimberly R. Burk

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 May 23, 2008, covering the above described property to secure a Note in the original sum of \$100,000.00, dated May 23, 2008 in favor of Citibank, NA, which Security Instrument was recorded on October 27, 2008 in Book \_\_\_\_\_, Page \_\_\_\_\_ and/or as Instrument Number 0830149010 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 \$206,000.00 dated \_\_\_\_\_ 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

Recording Requested By:  
LSI

S	Y
P	b
S	N
W	Y
SC	Y
E	N
W	Y/W

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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:  
CitiMortgage, Inc.

By: *Adriane Dolph*  
Printed Name: Adriane Dolph  
Title: Assistant Vice President

OWNER:

\_\_\_\_\_  
David R. Burk

\_\_\_\_\_  
Kimberly R. Burk

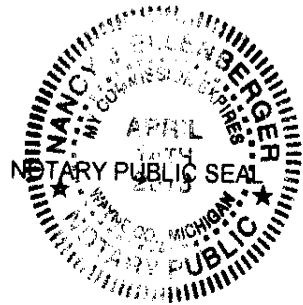
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of Michigan) ) ss.  
COUNTY of Washtenaw)

On Jan. 20, 2010 before me, Nancy J. Ellenberger, a Notary Public in and for said state, personally appeared Adriane Dolph, 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.

*Nancy J. Ellenberger*  
NOTARY PUBLIC SIGNATURE



# UNOFFICIAL COPY

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

CREDITOR:  
CitiMortgage, Inc.

By: *Adrienne Dolph*  
Printed Name: Adrienne Dolph  
Title: Assistant Vice President

OWNER:  
*David R. Burk*  
David R. Burk

*Kimberly R. Burk*  
Kimberly R. Burk

*SEE ATTACHED*

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of Michigan) } ss.  
COUNTY of Washtenaw)

On Jan. 20, 2010 before me, Nancy J. Ellenberger, a Notary Public in and for said state, personally appeared Adrienne Dolph, 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.

*Nancy J. Ellenberger*  
NOTARY PUBLIC SIGNATURE



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STATE of IL

CITY/COUNTY of Cook

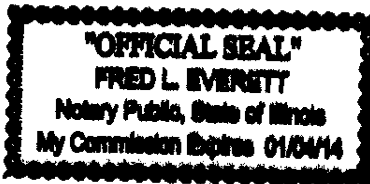
ss.

On 1-28-10 before me, Fred L. Everett, Notary Public, personally appeared DAVID R. BURK And Kimberly R. Burk

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.

[Signature]  
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

STATE of IL

CITY/COUNTY of Cook

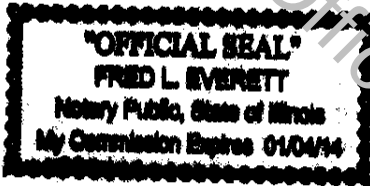
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WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

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Order No.: **7872064**  
Loan No.: 001121106461\_74  
02705

## Exhibit A

The following described property:

Lot 8 in the Estates of Deer Crossing Unit One being a subdivision of Part of the Northeast 1/4 of Section 9, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded February 24, 1993 as Document 93-143139, in Cook County, Illinois.

Assessor's Parcel No: 06-09-205-008-0000

Property of Cook County Clerk's Office