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1009615032

Doc#: 1009615032 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/06/2010 01:41 PM Pg: 1 of 7

Property of Cook County Clerk's Office

SUBORDINATION AGREEMENT

Recording requested by: LSI
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Prepared by:
Jo Ann Bibb
Citibank, F.S.B.
1000 Technology Dr.
MS 321 Document Processing
O'Fallon, MO 63368

CRS# 6313785

APN: 30313250110000

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~~AND WHEN RECORDED MAIL TO:~~

Citibank
1000 Technology Dr. MS 32 | DOC PROCESSING
O'Fallon, MO 63368
Citibank Account No.: 109070204124000

Space Above This Line for Recorder's Use Only

A.P.N.: 30-31-325-011-0000 Order No.: _____ Escrow No.: _____

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 this 24th day of August, 2009, by
Erik L. Fox and Heather L. Romeli,

owner(s) of the land hereinafter described and hereinafter referred to as "Owner," and
Citibank, N.A.,

present owner and holder of the 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 NOVEMBER 25, 2009 to Creditor, covering:

SEE ATTACHED EXHIBIT "A"

To secure a note in the sum of \$ 30,000.00, dated September 26th, 2007, in favor of Creditor, which mortgage or deed of trust was recorded on November 1st, 2007, in Book N/A, Page N/A and/or as Instrument No. 0730555086 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 sum not greater than \$ 117,500.00, to be dated no later than NOVEMBER 25, 2009, in favor of LENOX FINANCIAL MORTGAGE, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which mortgage or deed of trust is to be recorded concurrently herewith; and

***PLEASE RECORD CONCURRENTLY HEREWITH**

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage or deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of the mortgage or deed of trust first above mentioned; and

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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 make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said mortgage or deed of trust securing said note in favor of Lender 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 the mortgage or deed of trust in favor of the Creditor first above mentioned.
- (2) That Lender would not make his loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage or deed of trust 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 between the mortgages or deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note 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 disbursements pursuant to any such agreement is under no obligation or 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 agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien 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 *Jo Ann Bibb*
 Printed Name Jo Ann Bibb
 Title Assistant Vice President

OWNER:

Printed Name ~~Erik L. Fox~~
 Title _____

Printed Name _____
 Title _____

Printed Name ~~Heather L. Romel~~
 Title _____

Printed Name _____
 Title _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF MISSOURI)
 County of St. Louis) Ss.

On August 24th, 2009, before me, Kevin Gehring personally
 appeared Jo Ann Bibb Assistant Vice President or

Citibank, N.A.
 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 in said County and State
Kevin Gehring
KEVIN GEHRING

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CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank, N.A.,

By [Signature]
Printed Name Jo Ann Bibb
Title Assistant Vice President

OWNER:

[Signature]
Printed Name Erik L. Fox
Title _____

Printed Name _____
Title _____

[Signature]
Printed Name Heather L. Romel
Title _____

Printed Name _____
Title _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

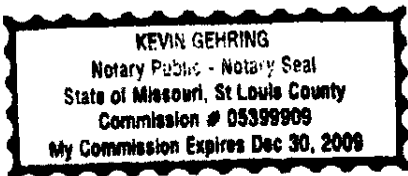
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF MISSOURI)
County of St. Louis) Ss.

On August 24th, 2009, before me, Kevin Gehring personally appeared Jo Ann Bibb Assistant Vice President of

Citibank, N.A. 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 in said County and State

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STATE OF IL
County of COOK) Ss.

On December 8, 2009 before me, Patricia D. Amos personally appeared Erik L. Fox and Heather L. Fox AKA Heather L. Romeli 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.



Patricia D. Amos
Notary Public in said County and State

PATRICIA D. AMOS

City of Cook County Clerk's Office

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Loan # : 5090422001

Exhibit A

LEGAL DESCRIPTION

The following described property:

Situated in Cook County, Illinois, to wit:

Lot 35 in 2nd Addition to Lansing Torrence Manor, being a Subdivision of part of the East 1/2 of the Southwest 1/4 of South Section 31, Township 36 North, Range 15 East of the Third principal meridian lying Southerly of the right of way of the Chicago and grand trunk railroad and West of the East line of the West 20 acres of that part of the East 80 acres of the Southwest 1/4 of Section 31 aforesaid, lying Southerly of said Right of Way in Cook County, Illinois.

Assessor's Parcel No: 30313250110000

Property of Cook County Clerk's Office