



Doc#: 1011829025 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 04/28/2010 10:47 AM Pg: 1 of 7

RECORDING REQUESTED BY:

**Record & Return To:**  
Mortgage Information Services, Inc.  
4877 Galaxy Parkway, Suite I  
Cleveland, OH 44128

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

Subordinate Account Number: 2711749487

**M.I.S. FILE NO 1000537** 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 February 22, 2010, by

John A Knoeckl and Janice M. Knoeckl

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.

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 March 24, 2006, covering the above described property to secure a Note in the original sum of \$150,000.00, dated March 24, 2006 in favor of Citibank FSB, which Security Instrument was recorded on March 24, 2006 in Book \_\_\_\_\_, Page \_\_\_\_\_ and/or as Instrument Number 0608349166 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 \$102,000.00 dated ~~February 22, 2010~~ 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 ~~February 22, 2010~~ <sup>JMK</sup> ~~April 1, 2010~~ <sup>JMK</sup>

Prepared By: CitiMortgage, Inc. 1000 Technology Drive, O'Fallon, Missouri 63368

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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

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

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

CREDITOR:  
CitiMortgage, Inc.  
by CitiMortgage, Inc.

Nicole Boyd, AVP  
CitiMortgage Retail Lending Operations  
6300 Interfirst Drive  
Ann Arbor, MI 48108  
734-295-6022  
SOEID#N00379P

By: Nicole Boyd  
Printed Name: Nicole Boyd  
Title: Assistant Vice President

OWNER:

John A. Knoeckl  
John A. Knoeckl

Janice M. Knoeckl

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of Michigan) } ss.  
COUNTY of Washtenaw)

On April 12, 2010 before me, Daniel M. Zatsick a Notary Public in and for said state, personally appeared Nicole Boyd, 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.

DANIEL M. ZATSICK  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Jun. 12, 2015  
Acting in the County of Washtenaw

Daniel M. Zatsick

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

CREDITOR:  
CitiMortgage, Inc.  
by CitiMortgage, Inc.

By: \_\_\_\_\_  
Printed Name: Nicole Boyd  
Title: Assistant Vice President

OWNER

\_\_\_\_\_  
John A. Knoeckl

*Janice M. Knoeckl*  
\_\_\_\_\_  
Janice M. Knoeckl

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of Michigan ) ss.  
COUNTY of Washtenaw

On 4/11/10 before me, Kelly M. Knapp a Notary Public in and for said state, personally appeared Nicole Boyd, 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.



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[Signature]  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

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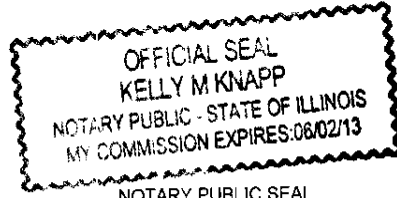
STATE of Illinois }  
CITY/COUNTY of Cook } ss.

On 4/10/10 before me, Kelly M Knapp Notary Public, personally appeared James M Knapp

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.

[Signature]  
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

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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.

Property of Cook County Clerk's Office

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NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

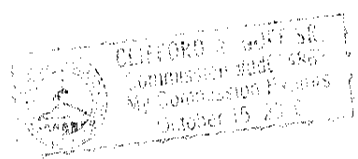
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STATE of FL )  
 CITY/COUNTY of Duval ) ss.  
 On 4/10/2018 before me, Clifford A. Coffey Sr., Notary Public, personally  
 appeared John A. Woodcock

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.

Clifford A. Coffey Sr.  
 NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

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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 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.

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Fidelity National Title Insurance Company

AGENT TITLE NO.: 200001090537

## LEGAL DESCRIPTION

### EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS IN DEED INSTRUMENT NUMBER 98585912 AND IS DESCRIBED AS FOLLOWS:

LOT 28 IN MOEHLING FARMS SUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 5 IN CONRAD MOEHLING'S SUBDIVISION OF PART OF THE WEST HALF OF FRACTIONAL SECTION 8 AND PART OF THE EAST HALF OF SECTION 7, ALL IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 1, 1997 AS DOCUMENT NO. 97474991 IN COOK COUNTY, ILLINOIS.

APN: 09-07-4-24-027-0000

Proprietary Cook County Clerk's Office