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Doc#: 1015319034 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 06/02/2010 03:14 PM Pg: 1 of 7

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Subordination Cover Page

ANYAOKU, Chukwuma

May 15, 2010

After Recording Return to:

BCHH Inc

1000 Cliff Mine Road

Suite 390

Pittsburgh, Pa 15275

Property of Cook County Clerk's Office

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**RECORDING REQUESTED BY**

**AND WHEN RECORDED MAIL TO:**

BCHH, Inc  
1000 Cliff Mine Rd, Ste 390  
Pittsburgh, PA 15275

Citibank Account No.: 110042206254000

Space Above This Line for Recorder's Use Only

A.P.N.: \_\_\_\_\_ 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 23rd day of April, 2010, by

Chukwuma Anyaoku and \_\_\_\_\_

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 herein after referred to as "Creditor."

To secure a note in the sum of \$31,000.00, dated November 24th, 2007 in favor of Creditor, which mortgage or deed of trust was recorded on December 24th, 2007 in Book \_\_\_\_\_, Page \_\_\_\_\_ and/or as Instrument No. 0735855027 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 \$242,000.00, to be dated no later than May 15<sup>th</sup>, 2010, in favor of Guaranteed Rate, Inc, 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

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

SUBORDINATION AGREEMENT 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 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 its 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   
 Printed Name Jo Ann Bibb  
 Title Assistant Vice President

OWNER:

Printed Name <u>Chukwuma Anyaoku</u>	Printed Name _____
Title _____	Title _____

Printed Name _____	Printed Name _____
Title _____	Title _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

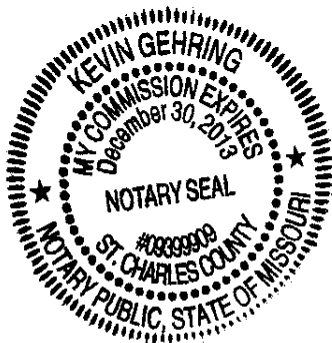
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

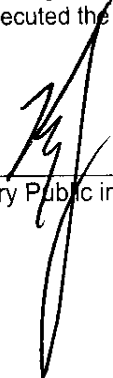
STATE OF MISSOURI )  
 County of St. Charles ) Ss.

On April, 23rd, 2010, 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.



  
 Notary Public in said County and State

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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:

*Chukwuma Anyaoku*  
 Printed Name Chukwuma Anyaoku  
 Title \_\_\_\_\_

\_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_

\_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_

\_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

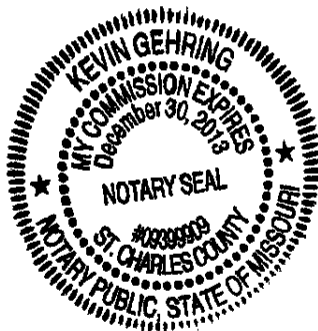
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

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

On April 23rd, 2010, 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.



*Kevin Gehring*  
 Notary Public in said County and State

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STATE OF Illinois  
County of \_\_\_\_\_ ) Ss.

On 5/17/10, before me, Kelly M. Knapp personally appeared Chukwuma Anyacku and \_\_\_\_\_ 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.

Kelly M. Knapp  
Notary Public in said County and State Illinois



Proprietary of Cook County Clerk's Office

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## LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF COOK, AND STATE OF ILLINOIS AND BEING DESCRIBED IN A DEED DATED 05/21/2007 AND RECORDED 05/31/2007 AS INSTRUMENT NUMBER 0715150028 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS:

UNIT 27 AND P-25 BUCKING PALACE CONDOMINIUM, TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN THE COMMON ELEMENTS AS DEFINED AND DELINEATED IN THE DECLARATION RECORDED AS DOCUMENT 97969406, OF LOTS 10 AND 14 BOTH INCLUSIVE TAKEN AS A SINGLE TRACT OF LAND, IN GEORGE WITTBOLDT'S SUBDIVISION, IN THE SUBDIVISION OF PART OF LOTS 1, 2, 3, AND 4 IN THE SUBDIVISION OF LOT 39 IN PINE GROVE AND PART OF LOT 15 IN BLOCK 2 IN CLARK AND MCCONNELL'S ADDITION TO LAKEVIEW, BEING A SUBDIVISION OF LOTS 31 AND 32 IN PINE GROVE IN SECTION 21, TOWNSHIP 42 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM SAID TRACT; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 50.11 FEET TO THE CENTER LINE OF A WALL THAT IS BUILT AND USED AS A PARTY WALL, THENCE SOUTH ALONG THE CENTER LINE OF A WALL AND SAID CENTER LINE EXTENDED, PARALLEL WITH THE WEST LINE OF SAID TRACT, A DISTANCE OF 54.72 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID TRACT A DISTANCE OF 23.11 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID TRACT, A DISTANCE OF 6.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID TRACT A DISTANCE OF 27.0 FEET TO A POINT OF THE WEST LINE OF SAID TRACT SAID POINT BEING 60.72 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 60.72 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL NO. 14-21-309-072-1027 AND 14-21-309-072-1057