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1016617011

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

Doc#: 1016617011 **Fee:** \$48.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/15/2010 09:56 AM Pg: 1 of 6

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

M.I.S. #1101639

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

Property of Cook County Clerk's Office

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RECORDING REQUESTED BY:

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Cleveland, OH 44128

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RECORDER'S USE

Subordinate Account Number: 2707783128

M.I.S. FILE # 1101038 **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 3-10-10, by

Juan Favela and Sylvia Favela

owner(s) of the land described as

SEE ATTACHED EXHIBIT "A"

located in the City/County of Bridgeview/Cook, State of Illinois, and hereinafter referred to as "Owner", and

Citibank, N.A. successor to Citibank (West), 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 April 19, 2001, covering the above described property to secure a Note in the original sum of \$15,000.00, dated April 19, 2001 in favor of Citibank, N.A. successor to Citibank (West), F.S.B., which Security Instrument was recorded on May 1, 2001 in Book NA, Page NA and/or as Instrument Number 0010356591 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 \$51,223.00 dated 5/18/10 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

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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 herein 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 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 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

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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:

Citibank, N.A. successor to Citibank (West), F.S.B.
by CitiMortgage, Inc. its attorney in fact by power of attorney recorded
at Book Page and/or Instrument Number 0424412039 on August 31, 2004

By: [Signature]
Printed Name: Misty Joiner
Title: Assistant Vice President

OWNER:

[Signature]
Jan Favela

[Signature]
Sylvia Favela

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of MO) }
COUNTY of St. Charles) } ss.

On 3-10-2010 before me, Dawn M. O'Keeffe, a Notary Public in and for said state, personally appeared Misty Joiner, 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.

[Signature]
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

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STATE of Ill
CITY/COUNTY of Clark

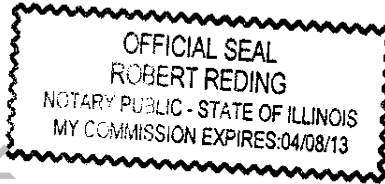
ss.

On 5/18/10 before me, Robert Reding, Notary Public, personally appeared

EAR FAVELA AND SYLVIA FAVELA
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.

Robert Reding
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

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.

NOTARY PUBLIC SIGNATURE

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Fidelity National Title Insurance Company

AGENT TITLE NO.: 200001101638

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS IN DOCUMENT NUMBER 96723805 AND IS DESCRIBED AS FOLLOWS:

LOT 4 IN LORN'S RESUBDIVISION OF THE NORTH 2/5THS OF BLOCK 6 IN HARTMAN'S STICKNEY SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS OF RECORD.

ADDRESS OF REAL ESTATE: 7718 SOUTH STICKNEY, BRIDGEVIEW, IL. 60455.

APN: 18-25-306-014-0000

Property of Cook County Clerk's Office