# **UNOFFICIAL COPY**

Record & Return to:

Mortgage Information Services, Inc 4877 Galaxy Parkway, Suite I Cleveland, OH 44128 102722040002

Doc#: 1022204002 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 08/10/2010 08:19 AM Pg: 1 of 7

Prepared By:

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

M.I.S. #1117365

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

S / P / T S / SC / INT LS

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## RECORDING REQUESTED BY

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

Citibank Account No.: 20038			
	Space Above This Line (	or Recorder's Use Only	
A.P.N.:	Order No.:	Escrow No.:	
M.I.S. FILE POLIT			
INTEREST IN TE	SUBORDINATION AGREEM HE PRUPEPTY BECOMING OF SOM ZOTHER OR LAT	SUBJECT TO AND OF LO	WER PRIORITY
Amy	Hannaford P.1	d Edward Har	nnaford .
****		0,	
owner(s) of the land hereii Citibank, N.A.,	nafter described and hereinaft	er referred to as 'Owner," a	and
		·CV	
present owner and holder of perein after referred to as "	f the mortgage or deed of trus Creditor."	t and related note first herei	afterdes cribed and
nortgage or deed of trust w	mof\$62,250.00 , dated O ras recorded on October 3	1st, 2006 in Book	or of Craditor, which
age an fown and/or County of refe	d/or as Instrument No. 06304 erred to in Exhibit A attached	22096 . in the O hereto; and	fficial Records of the
sour not blestet tusu 🦫 25	ecuted, or is about to execute 4,465.00 , to be dated no I	aterthan July 29	2010
ayable with interest and unust is to be recorded conducted.	age, Inc. pon the terms and conditions currently herewith; and	, hereinafter referre described therein, which mo	d to as "Lender," ortgage or deed of
retritioned shall uncondition	n precedent to obtaining said hally be and remain at all time or to the lien or charge of the n	s a lien or charge upon the I	land herein hefore

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 lear, above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said mortgage in 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 is favor of the Creditor first above mentioned.
- (2) That Lender would not make its 132. above described without this subordination agreement.
- (3) That this agreement shall be the who'e 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 cortgages 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 decid 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 c. ti.s 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 reliver, 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.,	
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LOBI	
By Rian Heck	
Printed Amy Brian Heck Title Assistant Vice President	
OWNER:	
Unin Hungal	
Printed Name Any Hannaford	Printed Name
TitleOx	Title
11 11 0-	
21 /11	
Printed Name Edward Hannaford	Printed Name
Title	Title
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	90.
/ALL SIGNATURES MUS	OT DE ACKINA EDOED
(ALL SIGNATURES MUS	ST BE ACKNOWLEDGED)
IT IS RECOMMENDED THAT, PRIOR TO THE CONSULT WITH THEIR ATTO	E EXECUTION OF THIS AGREEMENT, THE PARTIES PRINCES WITH RESPECE THERETO.
	7
STATE OF MICHIGAN	0.
County of Washtenaw	) Ss.
On light 40th 2040 before to Date	N-A
On <u>July, 19th _2010</u> , before me, <u>Barbar</u> appeared <u>Brian Heck</u> Assistant V	ra Nathan personally ice President of
Citibank, N.A.	GO     TOSIGOIR
personally known to me (or proved to me on the b	asis 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 that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the p	erson(s) acted, executed the instrument,
	• • • • • • • • • • • • • • • • • • • •
Witness my hand and official seal.	
7	
The state of the s	Tarlaran la Man
- Carlos Barrios Es	Notary Public in said County and State
	/
gant of grant of the state of t	BARBARA K. NATHAN

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# **UNOFFICIAL COPY**

State of Illinois

County of COOK

I, Julie A Peterson a Notary Public in and for said county and state do hereby certify that Amy Hanna ford personally known to me (or proved to me on the basis of satisfactory evidence) to be the persor whose name(s) is/are subscribed to the foregoing instrument, appeared before me on July 29 2010 in person, and acknowledged that he/she/they signed and delivered a.
Juntary a.

Nam.
Title:\_\_ the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

My commission expires: 07 - 02 - 14

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### **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS IN DOCUMENT NUMBER 0630422094 AND IS DESCRIBED AS FOLLOWS:

UNIT 405 AND P-65 IN THE 1620 S. MICHIGAN CONDOMINIUMS, AS DELINEATED ON A SUPPEY OF THE FOLLOWING DESCRIBED PROPERTY:

## PARCEL 1:

THE NORTH 25.00 FEET OF LOT 3 IN BLOCK 3 IN CLARKE'S ADDITION TO CHICAGO AS PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF LOT 3 IN BLOCK 3 IN CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MEP. DIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF MICHIGAN AVENUE, 25.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3. THENCE SOUTH ALONG THE WEST LINE OF MICHIGAN AVENUE TO THE SOUTH LINE OF LOT 3; THENCE NORTH ALONG THE WEST LINE OF SAID LOT TO A POINT 25.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

ALL OF LOT 4 AND THAT PART OF LOT 5 LYING NORTH OF THE SOUTH 50.65 FEET OF SAID LOT 5 IN BLOCK 3 IN CLARKE'S ADDITION TO CHICAGO, IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 HORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLENOIS.

## PARCEL 4:

THE NORTH 28.15 FEET OF THE SOUTH 50.65 FEET OF LOT 5 IN BLOCK 3 IN CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

LOT 6 IN BLOCK 3 IN CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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#### PARCEL 6:

THE NORTH 3 FEET OF LOT 31 IN DEXTER SUBDIVISION OF BLOCK 4 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22 AFORESAID, IN COOK COUNTY, ILLINOIS.

#### PARCEL 7:

THE SOUTH 22 1/2 FEET OF LOT 5 IN BLOCK 3 IN CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22 AFORESAID, ALL IN COOK COURTY, ILLINOIS.

## PARCEL 8:

THE SOUTH 22 FEET OF LOT 31 AND THE NORTH 1.5 FEET OF LOT 30 IN S.N. DEXTER'S SUBDIVISION OF BLOCK 4 OF ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0621539044, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

### SUBJECT TO:

- 1. APPLICABLE ZONING AND BUILDING LAWS OR ORDINANCES.
- 2. DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE 1620 S. MICHIGAN CONDOMINIUMS, INCLUDING ANY AND ALL AMENDMENTS AND EXHIBITS THERETO.
- 3. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO THE COMMERCIAL PROPERTY (AS DEFINED IN THE DECLARATION).
- 4. THE CONDOMINIUM PROPERTY ACT OF ILLINOIS.
- 5. EASEMENTS, AIR RIGHTS, COVENANTS, CONDITIONS, AGREEMENTS, BUILDING LINES AND RESTRICTIONS OF RECORD WHICH DO NOT MATERIALLY ADVERSALY AFFECT THE USE OF THE PREMISES AS A CONDOMINIUM RESIDENCE.
- 6. LEASES, LICENSES, ENCROACHMENTS AND AGREEMENTS AFFECTING THE COMMON ELEMENTS OR THE LIMITED COMMON ELEMENTS (AS DEFINED IN THE DECLARATION).

ADDRESS OF REAL ESTATE: 1620 SOUTH MICHIGAN, UNIT 405 AND P-65, CHICAGO, IL. 60616.

APN: 17-22-301-065-1031