

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Citibank  
1000 Technology Dr.  
O'Fallon, MO 63368

Citibank Account No.: 110071505096000

Space Above This Line for Recorder's Use Only

A.P.N.: 01-21-310-042-000 Order No.: 1547322126 Escrow No.: 6607290n

42469501

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 31st day of July, 2010, by

Robert P. Wachsmuth

and

Virginia L. Wachsmuth

husband and wife

owner(s) of the land hereinafter described and hereinafter referred to as "Owner," and Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FEDERAL SAVINGS BANK

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 \$26,600.00, dated October 30, 2007 in favor of Creditor, which mortgage or deed of trust was recorded on December 5, 2007 in Book N/A, Page N/A and/or as Instrument No. 000733904187, 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 \$ 133,000.00, to be dated no later than August 5, 2010, in favor of JP Morgan Chase Bank, N.A., 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 Recorded as # 1023057065

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., SUCCESSOR BY MERGER TO CITIBANK, FEDERAL SAVINGS BANK

By *Jo Ann Bibb*  
 Printed Name Jo Ann Bibb  
 Title Assistant Vice President

OWNER:

Printed Name Robert P. Wachsmuth  
 Title \_\_\_\_\_

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

Printed Name Virginia L. Wachsmuth  
 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 July 31st, 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  
 Kevin Gehring

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## CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FEDERAL SAVINGS BANK

By *Jo Ann Bibb*  
 Printed Name Jo Ann Bibb  
 Title Assistant Vice President

OWNER:  
*Robert P. Wachsmuth*  
 Printed Name Robert P. Wachsmuth  
 Title \_\_\_\_\_

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

*Virginia Wachsmuth*  
 Printed Name Virginia Wachsmuth  
 Title \_\_\_\_\_

*Robert P. Wachsmuth*  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

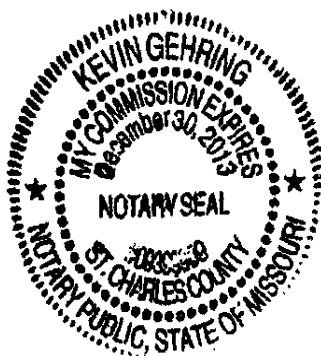
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STATE OF MISSOURI )  
 County of St. Charles ) Ss.

On July 31st, 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  
 Kevin Gehring

# UNOFFICIAL COPY

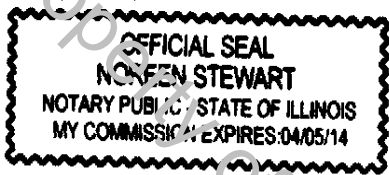
STATE OF Illinois  
County of DuPage ) Ss.

On August 5, 2010 before me, Noreen Stewart personally appeared Robert P. Wechsloth and Virginia L. Wechsloth 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.

Noreen Stewart  
Notary Public in said County and State

Noreen Stewart



Prepared by:  
Kiniko Stewart  
1820 E Sky Harbor Circle  
Phoenix, AZ 85034

PROPRIETARY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

Form No. 3301 (6/00)  
Short Form Commitment, EAGLE  
SE-HASP

ORDER NO: 6607290  
FILE NO: 6607290N  
LENDER REF: 1547322126

## Exhibit "A"

The land referred to in this policy is situated in the **STATE OF ILLINOIS, COUNTY OF COOK, CITY OF HANOVER PARK**, and described as follows:

PARCEL 1: LOT 5 IN BLOCK 26 IN LIBERTY SQUARE UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 29, AND THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER OUT LOT 1 IN LIBERTY SQUARE NUMBER 3 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

APN # 07-29-310-042-0000



WACHSMUTH

42469500

FIRST AMERICAN ELS  
SUBORDINATION AGREEMENT



WHEN RECORDED, RETURN TO:  
*FIRST AMERICAN LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING - TEAM 1  
Accommodation Recording Per Client Request*

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