



Doc#: 1029955005 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/26/2010 09:39 AM Pg: 1 of 4

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Citibank
1000 Technology Dr.
O'Fallon, MO 63368

Citibank Account No.:

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 24th day of September, 2010, by

Virginia Gilmartin and
Salvatore M Sisco
Ginnette Marie Gilmartin

owner(s) of the land hereinafter described and hereinafter referred to as "Owner," and Citibank, N.A. as successor to E.A.B.,

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 \$44,702.00, dated May 12, 2003 in favor of Creditor, which mortgage or deed of trust was recorded on August 28, 2003 in Book Page and/or as Instrument No. 03214049013 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 \$74,000.00, to be dated no later than 10-6-10, in favor of Wilmington, 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

701090097

Property of Cook County Clerk's Office

3

UNOFFICIAL COPY

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 to each 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

UNOFFICIAL COPY

CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank, N.A. as successor to E.A.B.,

By *David Monje*
 Printed Name David Monje
 Title Assistant Vice President

OWNER:

Virginia Gilmartin
 Printed Name Virginia Gilmartin
 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 September, 24th 2010, before me, Kimberly Rogers personally
 appeared David Monje 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.

KIMBERLY ROGERS
 Notary Public-Notary Seal
 STATE OF MISSOURI
 Commissioned for St. Charles County
 My Commission Expires: 02/10/2012
 Commission # 08483058

Kimberly Rogers
 Notary Public in said County and State

UNOFFICIAL COPY

ACQUEST TITLE SERVICES, LLC

2700 West Higgins Road, Suite 110, Hoffman Estates, IL 60169

AS AGENT FOR

Fidelity National Title Insurance Company

Commitment Number: 2010090097

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

PARCEL 1: Lot 2D in Knollwood Subdivision in the East 1/2 of Section 9, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Easement for the benefit of Parcel 1 for ingress and egress over and upon that part of Outlot A (shown as Knollwood Drive and other Drives on Plat of Subdivision) as created by Plat of Subdivision recorded September 6, 1989 as Document 89417307 and as created by Deed recorded July 16, 1993, as Document 93554171.

PARCEL 3: Easement for the benefit of Parcel 1 for ingress and egress over and upon parts of Outlot A as created by Declaration for Knollwood Townhomes recorded November 1, 1991 as Document 91-575038, and as created by Deed recorded July 16, 1993 as Document 93554171.

PIN: 02-09-205-008

FOR INFORMATION PURPOSES ONLY:
THE SUBJECT LAND IS COMMONLY KNOWN AS:
1420 Knollwood Drive
Palatine, Illinois 60067