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

Doc#: 1034303050 Fee: \$48.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/09/2010 11:41 AM Pg: 1 of 8

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

**M.I.S. #1128568**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## SUBORDINATION AGREEMENT

S yes  
P yes  
S yes  
M yes  
SC yes  
E yes  
INT yes

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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.:

Space Above This Line for Recorder's Use Only

A.P.N.:

Order No.:

Escrow No.:

**M.I.S. FILE NO.**

1128568

**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 10th day of November, 2010, by

Frances L Jurkovic

and

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 \$25,000.00, dated December 24th, 2002 in favor of Creditor, which  
mortgage or deed of trust was recorded on January 16th, 2003 in Book  
Page and/or as Instrument No. 0030074326 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 \$100,000.00, to be dated no later than November 10, 2010  
in favor of CitiMortgage, 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 Dec. 9, 2010 - 1034303049

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. as successor to E.A.B.,

By   
 Printed Name Annie YanCase  
 Title Assistant Vice President

OWNER:

  
 Printed Name Frances L. Jurkovic  
 Title \_\_\_\_\_

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

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

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

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

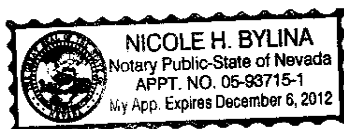
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES  
 CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

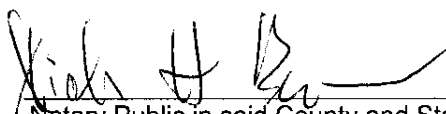
STATE OF Nevada )  
 County of Las Vegas ) Ss.

On November 10th, 2010, before me, Nicole H. Bylina personally  
 appeared Annie YanCase 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

# UNOFFICIAL COPY

STATE OF Illinois  
County of Cook ) Ss.

On November 10, 2010, before me, Julie A Peterson personally appeared  
Frances L. Surkovic 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.

Julie A Peterson  
Notary Public in said County and State



Property of Cook County Clerk's Office

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## Fidelity National Title Insurance Company

AGENT TITLE NO.: 200001128568

## LEGAL DESCRIPTION

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS IN DOCUMENT NUMBER 0010048082 AND IS DESCRIBED AS FOLLOWS:

## PARCEL 1:

UNIT 514 AND UNIT P222A IN 1250 NORTH LASALLE CONDOMINIUM AS DELINEATED ON AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PARTS OF LOTS 1 TO 5 INCLUSIVE, IN DICKINSON, MULLER AND MCKINLAY'S SUBDIVISION OF SUB-LOT 21 IN THE RESUBDIVISION OF LOT 43 (EXCEPT THE NORTH 120 FEET THEREOF) AND OF SUB-LOTS 1 TO 21 BOTH INCLUSIVE IN REEVE'S SUBDIVISION OF LOTS 44, 47, 48, 57 AND 58 INCLUSIVE IN BRONSON'S ADDITION TO CHICAGO; AND THE EAST 101 FEET OF LOTS 59 AND 60 IN SAID BRONSON'S ADDITION, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT, HOWEVER, THAT PART OF SAID PREMISES LYING BETWEEN THE WEST LINE OF LASALLE STREET AND A LINE 14 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH LASALLE STREET) IN COOK COUNTY, ILLINOIS

## ALSO

PARTS OF LOTS 15 TO 20 INCLUSIVE, IN THE RESUBDIVISION OF LOT 43 (EXCEPT THE NORTH 120 FEET THEREOF) AND OF SUB-LOTS 1 TO 21, INCLUSIVE, IN REEVE'S SUBDIVISION OF LOTS 44, 47, 48, 57 AND 58 IN BRONSON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT, HOWEVER, FROM SAID PREMISES THAT PART THEREOF LYING BETWEEN THE WEST LINE OF NORTH LASALLE STREET AND A LINE 14 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH LASALLE STREET, CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED DATED NOVEMBER 19, 1931 AND RECORDED DECEMBER 22, 1931 AS DOCUMENT NUMBER 11022266) IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 25, 2000 AS DOCUMENT NUMBER 00745214, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

## PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR AIR RIGHTS AS DISCLOSED BY DECLARATION OF EASEMENTS AND RESTRICTIONS DATED SEPTEMBER 5, 2000 AND RECORDED SEPTEMBER 15, 2000 AS DOCUMENT NUMBER 00718025 MADE BY 1250 LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.

APN: 17-04-221-063-1028 AND 17-04-21-063-1277

ADDRESS OF REAL ESTATE: 1250 NORTH LA SALLE STREET, UNIT 514, P222A, CHICAGO, ILLINOIS 60610