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Doc#: 1115155022 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/31/2011 09:38 AM Pg: 1 of 6

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001

Prepared by
Citibank
1000 Technology Dr.
O'Fallon, MO 63368

Citibank Account No.: 2712342191

Space Above This Line for Recorder's Use Only

A.P.N.: 11-01-236-00-100 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 26th day of October, 2010, by

Aylon Samouha and Jane Rivera
Husband and wife

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

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 \$71,000.00, dated May 19th, 2006 in favor of Creditor, which
mortgage or deed of trust was recorded on June 5th, 2006 in Book
Page _____ and/or as Instrument No. 615620054 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 \$ 380,000.00, to be dated no later than October 24, 2010,
in favor of Citi Mortgage, 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~~;
on 11-12-10 as Doc # 103162201

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.,

By *Jodi McGill*
 Printed Name Jodi McGill
 Title Assistant Vice President

OWNER:

Printed Name Aylon Samouha
 Title _____

Printed Name _____
 Title _____

Printed Name Jane Rivera
 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.

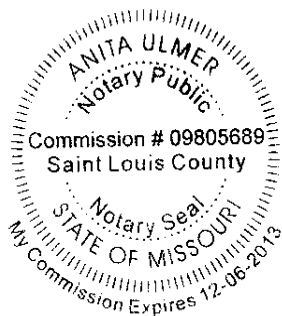
STATE OF MISSOURI)
 County of St. Charles) Ss.

On October, 26th, 2010, before me, Anita Ulmer personally
 appeared Jodi McGill 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.

Anita Ulmer
 Notary Public in said County and State



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CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank, N.A.,

By *Jodi McGill*
 Printed Name Jodi McGill
 Title Assistant Vice President

OWNER:

Aylon Samouha
 Printed Name Aylon Samouha
 Title _____

Printed Name _____
 Title _____

Jane Rivera
 Printed Name Jane Rivera
 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.

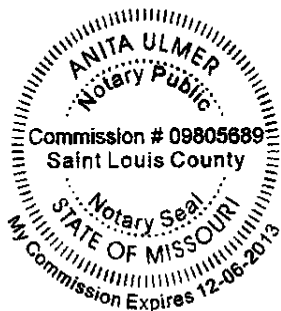
STATE OF MISSOURI)
 County of St. Charles) Ss.

On October, 26th, 2010, before me, Anita Ulmer personally
 appeared Jodi McGill 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.

Anita Ulmer
 Notary Public in said County and State

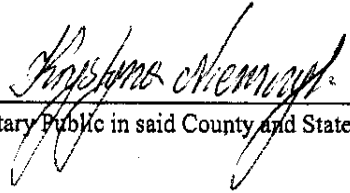


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STATE OF ILLINOIS
County of COOK) Ss.

On 29th OCTOBER 2010, before me, KRYSTYNA NIEMCZYK personally appeared
AYLON SAMDUNIA and JANE RIVERA HUSBAND & WIFE
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



Property of Cook County Clerk's Office

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Commitment No. 9326938

LEGAL DESCRIPTION

EXHIBIT "A"

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

ALL THAT PARCEL OF LAND IN COOK COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 0615620052, TAX ID 17-09-236-026-1001 (UNIT 801) AND TAX ID 17-09-236-026-1127 (P29). STORAGE SPACE S01 IS A LIMITED COMMON ELEMENT AND HAS NO INDIVIDUAL TAX I.D., BEING KNOWN AND DESIGNATED AS SECTION 09-39-14, GRAND ORLEANS CONDOMINIUM, FILED IN PLAT DOC # 0529327126, RECORDED 10/20/2005.

PARCEL 1: UNIT 801 AND PARKING SPACE P29, TOGETHER WITH THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S01, A LIMITED COMMON ELEMENT, ALL IN THE GRAND ORLEANS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 14, 15, 16, 17 AND 18 IN BLOCK 8 IN BUTLER, WRIGHT AND WEBSTERS ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT E TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0529327126, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.
PARCEL 2: EASEMENTS APPURTENANT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED OCTOBER 20, 2005 AS DOCUMENT NUMBER 0529327125, FOR STRUCTURAL SUPPORT, FOR INGRESS AND EGRESS, FOR ACCESS TO AND MAINTENANCE OF FACILITIES, AND FOR ENCROACHMENTS, COMMON WALLS, FLOORS AND CEILINGS OVER THE LAND DESCRIBED THEREIN. (SAID LAND COMMONLY REFERRED TO AS THE COMMERCIAL PROPERTY).