

UNOFFICIAL COPY



1134855042

Doc#: 1134855042 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/14/2011 12:23 PM Pg: 1 of 6

2
1
2

_____ Space Above This Line for Recorder's Use Only _____

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Prepared by:
Citibank
1000 Technology Dr MS 321
O'Fallon, MO 63368
866-795-4978

Citibank Account # 2713753636

A.P.N.: _____ Order No.: _____ Escrow No.: _____

ALA 11091002

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 2nd day of December 2011, by

Christopher McClure and Stacy McClure

Owner(s) of the land hereinafter describe 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 hereinafter referred to as "Creditor."

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

6

UNOFFICIAL COPY

CONTINUATION OF SUBORDINATION AGREEMENT

To secure a note in the sum of \$ 111,700.00, dated May 25th, 2007, in favor of Creditor, which mortgage or deed of trust was recorded on July 17th, 2007, in Book _____, Page _____, and/or Instrument # 0719840105, 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 \$ 540,000.00 to be dated no later than Dec 2, 2011, in favor of Citibank 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

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

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 to another mortgage or deed of trust.

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

UNOFFICIAL COPY

CONTINUATION OF SUBORDINATION AGREEMENT

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

UNOFFICIAL COPY

CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank, N.A.

By 
 Printed Name Kathy Workman
 Title Assistant Vice President

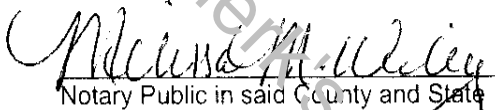
(ALL SIGNATURES MUST BE ACKNOWLEDGED)
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF Michigan
 County of Washtenaw

On December 2nd, 2011, before me Melissa Wiley, personally appeared
Kathy Workman Assistant Vice President of

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

MELISSA M. WILEY
 Notary Public, State of Michigan
 County of Wayne
 My Commission Expires 06-03-2012
 Acting in the County of WASHTENAW

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

UNOFFICIAL COPY

CONTINUATION OF SUBORDINATION AGREEMENT

OWNER:

Christopher McClure
 Printed Name Christopher McClure Printed Name _____
 Title: _____ Title: _____

Stacy McClure
 Printed Name Stacy McClure Printed Name _____
 Title: _____ Title: _____

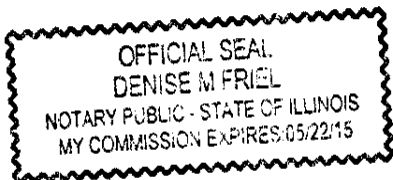
(ALL SIGNATURES MUST BE ACKNOWLEDGED)
 IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE
 PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF Ill)
 County of Cook) Ss.

On 12/2/11, before me Denise M. Friel, personally appeared
Christopher McClure and Stacy McClure
 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.

Denise M. Friel
 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: 2011091002

SCHEDULE C PROPERTY DESCRIPTION

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

That part of Lot 172 in West End Addition to LaGrange, being a Subdivision of that part of the East 1/2 of the Northeast 1/4 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian, lying between the center line of Ogden Avenue and the Northerly line of the right-of-way of Chicago, Burlington and Quincy Railroad described as follows: Beginning at a point 50 feet South of the North line and 125 feet West of the East line of said Lot 172 running thence West on a line parallel with the North line of said Lot to the Westerly line of said Lot (being also the Easterly line of Dover Street) to a point 125 feet due West of East line of said Lot, thence North on a line parallel with the East line of said Lot and 125 feet distant therefrom to place of beginning.

PIN: 18-05-218-002-0000

FOR INFORMATION PURPOSES ONLY:
THE SUBJECT LAND IS COMMONLY KNOWN AS:
29 Dover Avenue
LaGrange, IL 60525