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Doc#: 1202517012 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/25/2012 09:35 AM Pg: 1 of 6

Space Above This Line for Recorder's Use Only

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO: →

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

Record & Return To:
Mortgage Information Services
4877 Galaxy Parkway, Ste 1
Cleveland, OH 44128

Citibank Account # 2710724093

A.P.N.: _____ Order No.: 1187444 Escrow No.: _____

SUBORDINATION AGREEMENT (with Modification)

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 6th day of January, 2012, by
ROSS J. ALTMAN and BARBARA FITZGERALD

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

S y
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SC y
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INT y

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CONTINUATION OF SUBORDINATION AGREEMENT

To secure a note in the sum of \$ 290,000.00, to be modified per annexed modification agreement from a note in the sum of \$ 590,000.00, dated October 5th, 2005, in favor of Creditor, which mortgage or deed of trust was recorded on November 1st, 2005, in Book 0530555119, Page NA, and/or Instrument # NA, 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 \$ 417,000.00 to be dated no later than January 16, 2012, in favor of CITIBANK, NA, 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

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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.

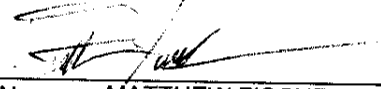
**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH
ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO
OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER
PURPOSES THAN IMPROVEMENT OF THE LAND.**

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

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CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank N.A.

By 
 Printed Name MATTHEW FISCHER
 Title Assistant Vice President

BY: NA, Witness

BY: NA, Witness

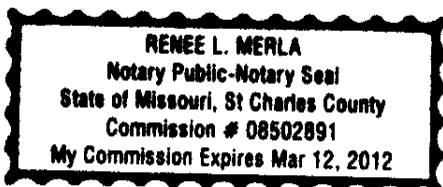
(ALL SIGNATURES MUST BE ACKNOWLEDGED)
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

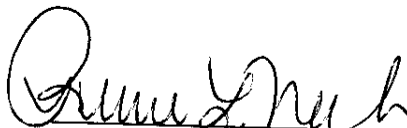
STATE OF MISSOURI)
 County of St. Charles) Ss.

On January 6th, 2012, before me RENEE MERLA, personally appeared MATTHEW FISCHER 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.



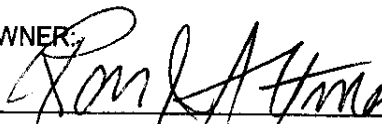
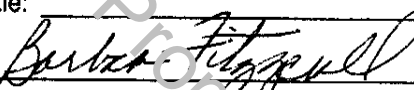

 Notary Public in said County and State

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

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CONTINUATION OF SUBORDINATION AGREEMENT

OWNER:

	_____
Printed Name <u>ROSS J. ALTMAN</u>	Printed Name _____
Title: _____	Title: _____
	_____
Printed Name <u>BARBARA FITZGERALD</u>	Printed Name _____
Title: _____	Title: _____

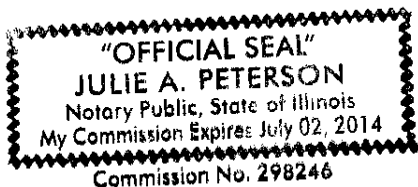
(ALL SIGNATURES MUST BE ACKNOWLEDGED)
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF Illinois)
 County of Cook) Ss.

On January 16, 2012, before me Julie A. Peterson, personally appeared Ross J. Altman and Barbara Fitzgerald 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



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Fidelity National Title Insurance Company

AGENT TITLE NO.: 200001187444

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS IN DOCUMENT NUMBER 0530555117 AND IS DESCRIBED AS FOLLOWS:

LOT 12 IN BLOCK 3 IN DAVID F. CURTINS SECOND ADDITION TO LINCOLNWOOD, A SUBDIVISION OF THE NORTH 2/3 OF THE SOUTH 10 ACRES OF THE W 20 ACRES OF THE SOUTHEAST 1/4 ALSO THE NORTH 2/3 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD.

APN: 10-11-322-001-0000

COMMONLY KNOWN AS 3042 NORMANDY PLACE, EVANSTON, IL 60201