

# UNOFFICIAL COPY

Doc#: 1304508171 fee: \$58.00  
Date: 02/14/2013 09:31 AM Pg: 1 of 6  
Cook County Recorder of Deeds  
\*RHSP FEE \$10.00 Applied

Property of Cook County Clerk's Office

\_\_\_\_\_ Space Above This Line for Recorder's Use Only \_\_\_\_\_

TP# 23541020

**RECORDING REQUESTED BY**

**AND WHEN RECORDED MAIL TO:**

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

Chicago Title  
ServiceLink Division  
4000 Industrial Blvd  
Allentown, PA 18001

Citibank Account # 112110603994000

A.P.N.: \_\_\_\_\_

Order No.: 110439704

Escrow No.: 20513710

**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 14th day of November 2012, by

Bank of America NA  
101 South Tryon Street  
Charlotte, NC 28255

Laura Peskoe and \_\_\_\_\_

Owner(s) of the land hereinafter describe and hereinafter referred to as "Owner," and  
Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FEDERAL SAVINGS BANK  
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

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## CONTINUATION OF SUBORDINATION AGREEMENT

To secure a note in the sum of \$ 45,000.00, dated November 27th, 2004, in favor of Creditor, which mortgage or deed of trust was recorded on December 10th, 2004, in Book \_\_\_\_\_, Page \_\_\_\_\_, and/or Instrument # 0434549116, 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 \$ 183,000.00 to be dated no later than December 12, 2012, in favor of Bank of America, 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

Recorded: 1-2-2013 DOC#: 1300208162  
 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.

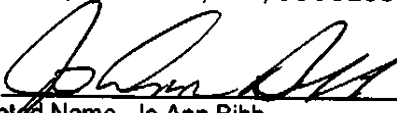
**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH  
ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO  
OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER  
PURPOSES THAN IMPROVEMENT OF THE LAND.**

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

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## CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FEDERAL SAVINGS BANK

By   
 Printed Name Jo Ann Bibb  
 Title Assistant Vice President

\_\_\_\_\_

Property of Clark County Clerk's Office

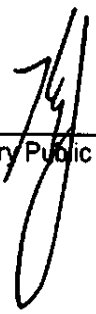
**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**  
**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.**

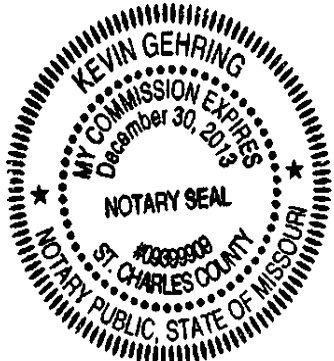
STATE OF MISSOURI )  
 County of St. Charles ) Ss.

On November 14th, 2012, before me Kevin Gehring, personally appeared  
Jo Ann Bibb 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  
*[Handwritten Signature]*

Printed Name Laura Peskoe  
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 Illinois )  
County of Cook ) Ss.

On December 12, 2012, before me Desiree Roman, personally appeared  
Laura Peskoe 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.

*[Handwritten Signature: Desiree Roman]*  
\_\_\_\_\_  
Notary Public in said County and State



# UNOFFICIAL COPY

Commitment No.: 20513710

## 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 CITY OF CHICAGO, COOK COUNTY, STATE OF ILLINOIS, ID# 20-11-101-033-1001, BEING KNOWN AND DESIGNATED AS FOLLOWS:

UNIT 1 IN CITY HAVEN SOUTH CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 31 AND 32 IN BLOCK 1 IN SHERMAN T. COOPER'S DREXEL BOULEVARD ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED ON 24TH DAY OF FEBRUARY, 2004 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 0405534005, TOGETHER WITH ITS RESPECTIVE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SUCH UNIT AND STORAGE LOCKER 2 AS A LIMITED COMMON ELEMENT.

BY FEE SIMPLE DEED FROM ALEX KARVUNIS, AN UNMARRIED PERSON LAURA PESKOE, AN UNMARRIED PERSON AS SET FORTH IN DOC # 0432049142 DATED 10/21/2004 AND RECORDED 11/15/2004, COOK COUNTY RECORDS, STATE OF ILLINOIS.

BY FEE SIMPLE DEED FROM ALEX KARVUNIS, AN UNMARRIED PERSON LAURA PESKOE, AN UNMARRIED PERSON AS SET FORTH IN DOC # 0432049142 DATED 10/21/2004 AND RECORDED 11/15/2004, COOK COUNTY RECORDS, STATE OF ILLINOIS.