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Doc#: 1632256147 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/17/2016 10:25 AM Pg: 1 of 6

160994200850

Property of Cook County Clerk's Office

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

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

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

Citibank Account # 116102000017000

A.P.N.: _____ 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 21st day of October, 2016, by
JEFFREY A. ROSEN and JENNIFER L. KEYS

Owner(s) of the land hereinafter describe and hereinafter referred to as "Owner," and
Citibank, N.A., successor by merger to ABN AMRO MTGE GR, INC.
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 \$ 100,750.00, dated November 15th, 2007, in favor of Creditor, which mortgage or deed of trust was recorded on November 23rd, 2007, in Book _____, Page _____, and/or Instrument # 0732705050, 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 \$ 379,000.00 to be dated no later than _____, _____, in favor of _____, 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., successor by merger to ABN AMRO MTGE GR, INC.

By 
Printed Name Jo Ann Bibb
Title Assistant Vice President


Israel Cross, Witness


Nancy Kuehnel, 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.

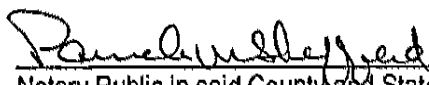
On October 21st, 2016, before me Pamela M. Shefferd, personally appeared Jo Ann Bibb Assistant Vice President of

Citibank, N.A., successor by merger to ABN AMRO MTGE GR, INC.
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.



PAMELA M. SHEFFERD
My Commission Expires
June 27, 2020
Jefferson County
Commission #12361725


Notary Public in said County and State

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

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CONTINUATION OF SUBORDINATION AGREEMENT

OWNER:


Printed Name JEFFREY A. ROSEN
Title: _____

Printed Name _____
Title: _____


Printed Name JENNIFER L. KEYS
Title: _____

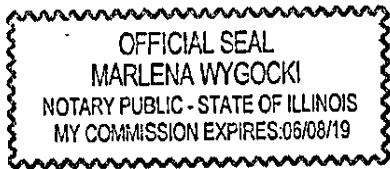
Printed Name _____
Title: _____

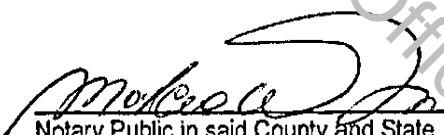
**(ALL SIGNATURES MUST BE ACKNOWLEDGED)
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE
PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.**

STATE OF IL)
County of COOK) Ss.

On October 31, 2016, before me Marlena Wygocki, personally appeared Jeffrey A. Rosen and Jennifer L. Keys 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

Permanent Index Number:
Property ID: 17-17-314-009-0000

Property Address:
1205 W. Lexington St.
Chicago, IL 60607

Legal Description:

Parcel 1:

That part of Lots 1, 2, 3, 4, and 5 in the Resubdivision of Lots 5, 6, 7 and 8 in Block 7 in Vernon Park Addition to Chicago, being a Subdivision of the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, also Lots 1, 2, 3, and 4 in Block 7 in Vernon Park Addition to Chicago, being a Subdivision of Blocks 38, 39, 44 and 45 in Canal Trustees' Subdivision of the West 1/2 of the West 1/2 of the Northeast 1/4 of aforesaid Section 17, and the North 48.25 feet of vacated Polk Street and the park lying South of aforesaid Block 7, together with the vacated East 10.0 feet of Lytle Street lying West of and adjoining both the North 48.25 feet of vacated Polk Street and the park and Lot 1 in the Resubdivision of Lots 5, 6, 7 and 8 of aforesaid Block 7 as the same was vacated by Ordinance dated February 1, 1961 and recorded in the Office of Recorder of Deeds of Cook County, Illinois March 24, 1961 as Document Number 18117805, also the vacated 20 foot alley lying East of and adjoining Lot 5 in the Resubdivision of Lots 5, 6, 7 and 8 in aforesaid Block 7, in Cook County, Illinois described as follows:

Beginning at a point on the North line of the above described Parcel, 212.86 feet East of the Northwest corner thereof; thence North 90 degrees 00 minutes, 00 seconds East along the North line, 18.0 feet; thence South 00 degrees 00 minutes 00 seconds East, 73.25 feet; thence South 90 degrees 00 minutes West 18.0 feet; thence North 00 degrees 00 minutes 00 seconds, West 73.25 feet to the point of beginning.

Parcel 2:

Easement for ingress and egress for the benefit of Parcel 1, over the North 15.5 feet of the property comprising the Columbus on the Park Condominium, as created by the Declaration recorded as Document Number 98025739, as set forth in the Columbus on the Park Declaration of Basements and Restrictions recorded January 9, 1998 as Document Number 98025738.

Parcel 3:

Easement for ingress and egress for the benefit of Parcel One, as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Columbus on the Park Townhouse Homeowners Association recorded July 30, 1998 as Document Number 98668512.