### **UNOFFICIAL COPY**

Doc#. 1735349244 Fee: \$58.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 12/19/2017 10:34 AM Pg: 1 of 6

Old Republic Title 9601 Southwest Highway Oak Lawn, !! 60453 Space Above This Line for Recorder's Use Only\_\_\_\_ RECORDING REQUESTED BY AND WHEN RECORDED MAIL 70: Prepared by: Nancy Kuehnel Citibank 1000 Technology Dr MS 321 O'Fallon, MO 63368 866-795-4978 Citibank Account # 117110201348000 Order 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 \_27<sup>th</sup>\_ day of \_\_\_November\_\_\_\_, \_\_2017\_\_ by

Owner(s) of the land hereinafter describe and hereinafter referred to as "Owner," and **Citibank, NA., successor by merger with 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."

Susan Pahl

\*Mortgage Recorded 12/15/17 as Doc # 1734915001 SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

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#### CONTINUATION OF SUBORDINATION AGREEMENT

To secure a note in the sum of \$_75,000.00_ dated06/07/2005, in favor of Creditor, which mortgage or deed of trust was recorded on08/18/2005, book, page, instrument #0523003007 Town and/or County of referred to hereto; and
Said lien was modified in the amount of \$161,500.00, recorded 04/11/2008, instrument# 0810226003.
WHEREAS, Owner has executed, or is about to execute, a mortgage or deed of trust and a related note in a sum not gire ater than \$_316,250.00 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 saic 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 menucined 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 tayor of Lender; and

WHEREAS, it is the mutual benefit of the parties here to 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.

Creditor declares, agrees and acknowledges that

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- (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 that those provided for in such agreements shall not defeat the subordination herein made in whole  $c_1$  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 port 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 nay 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

Citibank, NA	
By / Printed NameJessica Lynn McCarver TitleAssistant Vice President	
(ALL SIGNATURES MU IT IS RECOMMENDED THAT, PR.OR TO THE PARTIESCONSULT WITH THEIR ATTO	UST BE ACKNOWLEDGED) EEXECUTION OF THIS AGREEMENT, THE DRNEYS WITH RESPECT THERETO.
State of Missouri ) County of St. Charles ) Ss.	
On11/27/2017, before meA. Ma _Jessica Lynn McCarver _,Assistant Vice P	urer personally appeared resident of
Citibank, NA.	2
Personally known to me (or proved to me on the bacerson(s) whose name(s) is/are subscribed to the value/she/they executed the same in his/her/their authorisignature(s) on the instrument the person(s), or the acted, executed the instrument.	within instrument and acknowledged to me that norized capacity(ies), and that by his/her/their
Witness my hand and official seal.	O <sub>/Sc</sub> .
A MAURER  NOTARY  My Commission Expires  May 16, 2020  St. Charles County	Notary Public in said County and State

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

Commission #16235335

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### CONTINUATION OF SUBORDINATION AGREEMENT

OWNER:		
Printed Name _Susan Pahl Title:	Printed Name	
Printed Name	Printed NameTitle:	
(ALL SIGNATURES MUST BE ACKNOWLEDGED) IT IS RECOMMENDED THAT, PPIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIESCONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.		
instrument and acknowledged to me that he/she/ authorized capacity(ies), and that by his/her/their	they executed the same in his/her/their	
the entity upon behalf of which the person(s) actors  Witness my hand and official seal.	ed, executed the instrument.	
OFFICIAL SEAL KEVIN J. GUSTAFSON Notary Public - State of Illinois My Commission Expires 11/29/2020	Notary Public in said County and State	

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#### LEGAL DESCRIPTION

LOT 5 IN RESUBDIVISION OF LOTS 1 TO 6 INCLUSIVE IN BLOCK 4 IN CARTER ADDITION TO MAPLEWOOD, BEING A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 3, 1912 AS DOCUMENT NUMBER 4940479 IN COOK COUNTY, ddress commonly k.

846 N Maplewood Ave
Chicago, IL 606 (8)

PIN#: 13-25-227-020 6000 ILLINOIS.