RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

MOUNTAIN STATES MORTGAGE CENTER, INC. 1333 EAST 9400 SOUTH BANDY, UTAH 84093

MILENLION: IXINN KNUDECN

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DEPT-01 RECORDING

\$25,50

1111 TRAM 3041 10/29/93 15:07:00 COUR COUNTY RECORDER

THIS SPACE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING BUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

, 1993 , by KIEERIA KARRIEM AND PALILETTE KARRIEM

owner of the land hereinafter described and hereinafter referred to as "DWHER", and CITTEANK, FEDERAL SAVINGS HANK

present owner and holder of the mortgage and note limit hereinafter described and hereinafter referred to as "BENEFICIARY"; WITHESSETH

THAT WHEREAS, KEESIA KARRIEN AND PAULEUTE KARI TIP!

did execute a mortgage, dated JUNE 8, 1992

, coviring: LOT 46 IN HLOCK 3 IN HARE'S DAURHIN PARK SURDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 1/, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, II LIPDIS

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to secure a note in the sum of \$ 13,000dated JUNE 8, 1992

, in favor of CITIBANK, FEMERAL SAVINGS PANK in book i , Official Renords of said county; and

UNERAS, Owner has executed, or is about to execute, a mortgage and note in the sum of \$ 69.753 , dated , in favor of Mountain States Mortgage Centers, inc. , hereinafter referred to as "LENDER", payable with interest and upon the terms and conditions described therein which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage last above mentioned shall unto ditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lies or charge of the mortgage first above mentioned; and

WHEREAS, lender is willing to make said toan provided the mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the mortgage 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 first 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 Lander to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said mortgage securing said note in favor of Lender, and any renewals or extensions thereof, 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 first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.

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(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgage hereinbefore specifically described, they prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages or to another deed or deeds of trust.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and mortgage 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 agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage first above mentioned in favor of the lien or charge upon said land of the mortgage in favor of Lender above referred to and undorstands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific liens and advances are being and will be made and, as part and percel 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) An endorsement has been placed upon the note secured by the mortgage first above mentioned that said mortgage has by this instrument been subordinated to the lien or charge of the mortgage in favor of Lender above referred to.

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

| Citicorp Mortgage, I in fact for Citibank | | Logina | V. a. siem | |
|---|-----------------------------------|-------------------|--|----------------|
| Mulail Voas | while 4 | Pauleire | Horium | · |
| Beneficiary ichael V. Baechle, Vice | President | 04 | vner / | |
| | (ALL SIGNATURES | MUST BE NOTAR | IZED) | • |
| On this ²⁹ day of Michael V. Baechle, | September Vice Franklewho beli | , 19 13 person | nally appeared befo i say that (s)he is | ere me, the |
| Vice President the foregoing instru of a resolution of i acknowledged to me t | ment was signed in l | cehalf of said or | poration by autho | 1 611616 |
| [Seal] | Notary | uo m. and | Nag | 93877669 |

Julie M. Anderson, Notary Furne County of St. Louis, State of Missoriti My Commission Expires Dec. 27, 1995

93877669 SS. County of _____(OO) Notary Public, personally appeared forms on the basis of satisfactory evidence) to be the person(s) whose personally known to me (or proved it/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 name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the instrument 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. Nicole L. Lawson WITNESS my hand and official seal.

Signature / Lealer

(Seal)

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