

**UNOFFICIAL COPY**

94230029



WHEN RECORDED MAIL TO:  
 COUNTWAYWIDE FUNDING CORPORATION  
 P O BOX 7024  
 PASADENA, CALIFORNIA 91109-8024

LOAN # 9341692  
 ESCROW/CLOSING #  
 CASE #

cmf acct #28002043558

NEW LOAN AMOUNT NOT TO EXCEED \$91,474

SPACE ABOVE FOR IN CONDO/CONCURE

**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 \_\_\_\_\_ day of \_\_\_\_\_, 1994, by

by FRANK J. GRZESIK AKA FRANCIS J. GRZESKI AND BARBARA J. GRZESIK

owner of the land hereinafter described and hereinafter referred to as "Owner", and  
CITI BANK FEDERAL SAVINGS BANK, present  
 owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary".

DIAVA/CONV  
 Subordination Agreement  
 10344108 (08093)

Page 1 of 4

Initials \_\_\_\_\_



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94230029

24.50  
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 T42222 TRAN 7204 03/14/94 15113100  
 1970 4 DW X-94-230029  
 COOK COUNTY RECORDER

T42222 TRAN 7204 03/15/94 15112100  
 DEPT-01 RECORDING 230029

24.50

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Property of Cook County Clerk's Office

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**NEW FIRST MORTGAGE NOT TO EXCEED \$91,474.**

LOAN #: 9141326

CASE 1

**WITNESS-1H**

THAT WHEREAS, FRANK L. CRZESIK, AKA FRANCIS J. CRZESIK and  
BARBARA J. CRZESIK  
did execute a deed of trust, dated February 24, 1972, to

CITIBANK FEDERAL SAVINGS BANK, as trustee, covering:  
to secure a note in the sum of \$14,600.00 dated February 24, 1992.

In favor of CITIBANK FEDERAL SAVINGS BANK  
which deed or trust was recorded March 10, 1993, in book 9215, page 1967, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$609,674.00 dated \_\_\_\_\_, in favor of

...COUNTRYWIDE FUNDING, TO SUCCESSIONS AND/OR ASSIGNS *hereinafter referred to as "Lender"*, payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

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

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

WHEREAS, it is to the mutual benefit of the parties hereto that I endeavor make such loan to Owner, and Beneficiary is willing that the 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 deed of trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual bonds accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is

**PHARMACEUTICAL  
Subordination Agreement  
10240413 (09/97)**

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#### **Lectures.**

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NEW FIRST MORTGAGE NOT TO EXCEED \$91,474.

LOAN # : 9141526CASH # :

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 deed of trust securing said note in favor of Lender, and any renewals, modifications, or extensions thereof, shall unconditionally be and remain at all times of lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust that 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 deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, and prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed of trust or deeds of trust or to another mortgage or mortgages.

Beneficiary declares agrees and acknowledges that

- (a) Beneficiary consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or encroachment, between Owner and Lender for the disbursement of 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) Beneficiary intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the 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 of

SHAW/CORV  
Subordination Agreement  
10348308 (06/92)

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NEW FIRST MORTGAGE NOT TO EXCEED \$91,474.

LOAN # : 9141526

CASE # :

and parcel thereof, specific monetary and other obligations are being and will be entered into which will not be made or entered into but for valid reliance upon this waiver, relinquishment and subordination, and

(d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the sum or charge of the 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 LAND.

CITIBANK N.A.

*Joyce Wodtowicz* <sup>Beneficiary</sup> <sub>JOYCE WODTOWICZ VICE PRESIDENT</sub> Owner

— (Space Below This Line for Acknowledgement in Accordance with Laws of Jurisdiction) —

FHA/VACONV  
Subordination Agreement  
1C2444U8 (08/93)

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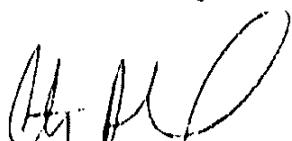
CORPORATE ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF ST. LOUIS

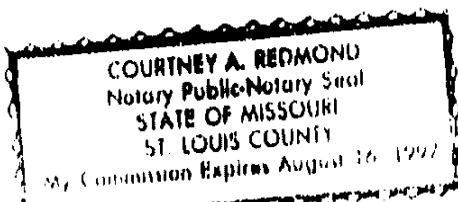
On March 3, 1999 before me,  
Courtney A. Redmond, personally appeared Joyce Wojtowicz,  
personally known to me to be the person whose name is  
subscribed to the within instrument and acknowledged to me  
that she executed the same in her authorized capacity, and  
that by her signature on the instrument the person, or the  
entity upon behalf of which the person acted, executed the  
instrument.

WITNESS my hand and official seal.



Courtney A. Redmond

(Notary Seal)



34230029