

UNOFFICIAL COPY 98923197

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1998-10-15 07:58:33
Cook County Recorder 23.50



98923197

WHEN RECORDED MAIL TO:
CITICORP MORTGAGE, INC.
15851 CLAYTON RD., M.S. 321
BALLWIN, MO 63011
CMI #2705707012
BORROWER: ANIL M SHARMA and MANJU P SHARMA

ILLINOIS SUBORDINATION AGREEMENT

Citibank, F.S.B., holder of the beneficial interest in that certain Note secured by a Deed of Trust/Mortgage dated April 1, 1997 and recorded April 8, 1997, as Document Number 97241796 of the public records of Cook County, Illinois, affecting that certain property known as:

Property Address: 8446 Buckingham Court, Willow Springs, IL 60480-1144

PERMANENT INDEX NUMBER: 18-22-315-020 vol. 84

NEW FIRST MORTGAGE LOAN AMOUNT NOT TO EXCEED \$226,000.00.

does hereby subordinate its interest in said Note and Deed of Trust/Mortgage to that certain Deed of Trust/Mortgage executed by Anil M Sharma and Manju P Sharma to Countrywide Funding Corporation affecting said property, which Deed of Trust/Mortgage is recorded concurrently herewith.

Dated this 21st day of September, 1998.

Citibank, F.S.B.

Jeffrey Deutch, Vice President

STC/Alone
Office

STATE of MISSOURI)
COUNTY of ST. LOUIS)

I hereby certify that on the 21st day of September, 1998, before me, Karen Warhooover, a Notary Public of the State of Missouri, personally appeared Jeffrey Deutch, and made his affirmation in due form of law that the matters and facts set forth in the Subordination Agreement are true.

Karen Warhooover - Notary Public
MB-1081 5/94 3881 II
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KAREN WARHOOVER
Notary Public - State of Missouri
County of St. Louis
My Commission Expires 07/05/2002

LOAN #: 8974396

LOT 133 IN WILLOWSHIRE ESTATES UNIT 3, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID 18-32-315-020

Parcel ID#: 18 32 315 020
which has the address of 8446 BUCKINGHAM, WILLOW SPRINGS

(Street, City)

Illinois 60480- (Property Address):
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

Initials: AMLS MPS
Form 3014 9/90

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5. **OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: _____
(b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address	City, State, ZIP

6. **OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
(b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
(c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
(d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. **OPTIONAL: OTHER PROVISIONS**
Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated 9/25, 191998

1. <u>Catherine M. Moore</u> Signature <u>CATHERINE M. MOORE</u> (Type or Print Name)	<u>1830 S. Springfield #B</u> Street <u>CHICAGO IL 60623</u> City/Town State Zip Code
2. _____ Signature _____ (Type or Print Name)	2. _____ Street _____ City/Town State Zip Code
3. _____ Signature _____ (Type or Print Name)	3. _____ Street _____ City/Town State Zip Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
- The filing fee is \$75.
- The minimum total due (franchise tax + filing fee) is \$100.
(Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
Illinois Secretary of State Springfield, IL 62756
Department of Business Services Telephone (217) 782-9522 or 782-9523