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5/17/2003 02:00:02 Page 1 of 3
2001-02-15 09:00:18
Cook County Recorder 47.50

COOK COUNTY
RECORDER

EUGENE DEWE
Space above line for recording purposes

BRIDGEVIEW ILLINOIS



RETURN TO : **SUBORDINATION AGREEMENT**

WELLS FARGO HOME MTS Subordination of Mortgage
3601 MINNESOTA DR., ST200
BLOOMINGTON, MN 55435

THIS SUBORDINATION AGREEMENT (the "Agreement") is made and entered into this 24th day of January, 2001, by MARION DAWN BROOKS (the "Owner"), and WELLS FARGO BANK WEST, N.A. (the "Beneficiary").

RECITALS

1. The Owner executed a mortgage (the "Beneficiary's Mortgage") dated FEBRUARY 3RD, 2000 encumbering the following described real property (the "Property"):

0010122680

PLEASE SEE ATTACHED LEGAL DESCRIPTION

to secure a promissory note in the sum of \$ 50,000.00, dated FEBRUARY 3RD, 2000 in favor of the Beneficiary, which Beneficiary's Mortgage was recorded MARCH 2ND, 2000 as Document# 00154489 of the records of the County of Cook, State of Illinois.

2. The Owner has or will execute a new mortgage (the "New Lender's Mortgage") and note in the sum of \$ 246,000.00 dated _____, in favor of WELLS FARGO HOME MORTGAGE, INC. (the "New Lender"), which will also encumber the Property and which will also be recorded in Cook County, State of Illinois.

3. It is a condition precedent to obtaining the new loan (the "New Loan") from the New Lender that the New Lender's Mortgage shall unconditionally be and remain at all times a lien upon the Property that is prior and superior to the lien of the Beneficiary's Mortgage, and that the Beneficiary subordinates the Beneficiary's Mortgage to the New Lender's Mortgage.

4. It is to the mutual benefit of the parties to this Agreement that the New Lender make the New Loan to the Owner, and the Beneficiary is willing to subordinate the Beneficiary's Mortgage to the New Lender's Mortgage.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce the New Lender to make the New Loan, the parties agree as follows:

(1) That the New Lender's Mortgage, together with any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property that is prior and superior to the lien or charge of the Beneficiary's Mortgage until the New Lender's promissory note secured by the New Lender's Mortgage is paid. Notwithstanding anything to the contrary, this Agreement shall not extend to any principal advances made by the New Lender after the date of the New Loan, except that this Agreement shall extend to future advances made for taxes, insurance, fees, costs, and expenses required to protect the interests of the New Lender in connection with the New Loan;

(2) That the New Lender would not make the New Loan without this Agreement; and

(3) That this Agreement shall be the whole and only agreement with regard to the subordination of the Beneficiary's Mortgage to the New Lender's Mortgage.

The Beneficiary agrees and acknowledges:

3P
Marilyn

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(1) That the New Lender in making disbursements pursuant to the New Loan is under no obligation or duty to, nor has the New Lender represented that it will, see to the application of such proceeds by the person or persons to whom the New Lender disburses such proceeds;

(2) That the Beneficiary unconditionally subordinates the Beneficiary's Mortgage in favor of the New Lender's Mortgage and understands that in reliance upon, and in consideration of this 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 that would not be made or entered into but for said reliance upon this subordination; and

(3) That the Beneficiary's Mortgage has by this instrument been subordinated to the New Lender's Mortgage subject to the provisions of this Agreement.

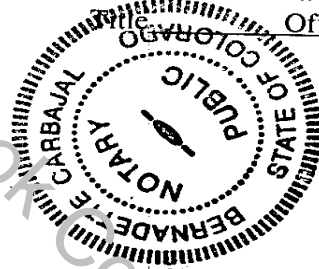
WELLS FARGO BANK WEST, N.A.

Marion Dawn Brooks
Owner MARION DAWN BROOKS

R. Sean Bobbitt
R. Sean Bobbitt
Officer

Owner

STATE OF COLORADO)
) SS.
COUNTY OF EL PASO)



The foregoing instrument was acknowledged before me this 24th day of January, 2001, by R. SEAN BOBBITT as OFFICER of WELLS FARGO BANK WEST, N.A.

WITNESS my hand and official seal.
My commission expires: December 17, 2002

Bernadette Carbajal
Notary Public Bernadette Carbajal

STATE OF IL)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 30th day of January, 2001, by **Marion Dawn Brooks.**

WITNESS my hand and official seal.
My commission expires: 3/30/02

Pamela F. De La Pena
Notary Public



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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000461876 OC
STREET ADDRESS: 111 W MAPLE 301
CITY: CHICAGO COUNTY: COOK COUNTY
TAX NUMBER: 17-04-422-039-1048

LEGAL DESCRIPTION:

PARCEL 1: UNIT 3101 IN THE GOLD COAST GALLERIA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOTS IN FAY'S SUBDIVISION OF BLOCK 14 IN BUSHNELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 08139816, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: UNIT 449 IN THE GOLD COAST GALLERIA GARAGE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOTS IN FAY'S SUBDIVISION OF BLOCK 14 IN BUSHNELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 08139817; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:
EASEMENTS FOR SUPPORT, ENTRY, INGRESS AND EGRESS, USE AND ENJOYMENT FOR THE BENEFIT OF PARCEL(S) 1 AND 2 AS CREATED BY THE GRANT AND RESERVATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 08139815.

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