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REPARED BY & MAIL TO: WELLS HARGO HOME MORTGAGE, INC 3601 MINNEGOTA DR. STE-200 BLOOMINGTON, MN 55435



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Cook County Recorder

29.50



Space above live for recording purposess

First American Title SUBORDINATION AGREEMENT

Order # UAR 55828

Subordination of Mortgage

THIS SUBORDINATION AGREEMENT (the "Agreement") is made and entered into this 1ST day of JUNE, 2001, by BRENT BECKER AND SARA BECKER, HUSBAND AND WIFE (the "Owner"), and WELLS FARGO BANK WEST, N.A. (the "Beneficiary").

RECITALS

The Owner executed a r.iortgage (the "Beneficiary's Mortgage") dated NOVEMBER 30TH, 2000 encumbering the following described real property (the "Property"):

### SEE ATTACHED LEGAL DESCRIPTION

to secure a promissory note in the sum of \$73,000.00, dated NOVEMBER 30TH, 2000 Beneficiary's Mortgage Beneficiary, which the favor as document #001000 4150 record the records of the County of COOK, State of Illinois.

The Owner has or will execute a new mortgage (the New 2. \$246,000.00 of in the sum Mortgage") and note Lender's June 21, 2001, 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 accesscured 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 he 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.

Property of Cook County Clerk's Office

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## The Beneficiary agrees and acknowledges:

- (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 Lander's Mortgage subject to the provisions of this Agreement.

RGO BANK WEST, N.A. Brent Beche Owner BRENT BECKER R. Sean Bobbitt The Clark's Office Officer

# UNOFFICIAL COPY

STATE OF COLORADO )
) SS.
COUNTY OF EL PASO )
The foregoing instrument was acknowledged before me this 4th day of 2001, by R. SEAN BOBBITT as OFFICER of WELLS FARGO
BANK WEST, N.A
WITNESS my hand and official seal.
My commission expires: 12-17-02  Bundette Carbapa  Notary Public
STATE OF SS
COUNTY OF COOLS
The foregoing instrument was acknowledged before me this day of JUN 2 1 2001, 20_, BRENT BECKER AND SARA BECKER,
HUSBAND AND WIFE.
WITNESS my hand and official seal.
My commission expires:
"OFFICIAL SEAL" CATHERINE SANCHEZ Notary Public, State of Illinois My Commission Expires 4/06/02
O <sub>x</sub>

:

# UNOFFICIAL COPY

Property or Cook County Clerk's Office

MARIE.

## **UNOFFICIAL COPY**

### ALTA COMMITMENT

### **SCHEDULE C**

File No.: LAR58828

#### LEGAL DESCRIPTION:

Lot 1 (except the North 32.50 Feet thereof) all of Lot 2 in Houston's Subdivision of that Part Lying South of the Wisconsin Central Railroad Right-of-Way of the West 1/2 of the East 1/2 of the Southwest 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

#16-08-315-002

Ploteety Append: 302 South Lombard Ave.

Cak fork, IL 60302