

UNOFFICIAL COPY 0010678402

WELLS FARGO



6557/0090 20 001 Page 1 of 4
2001-07-27 12:10:08
Cook County Recorder 51.50

July 2, 2001

JG

To: Bauyr's Title Insurance Borrower(s): MARTINEZ, VINCENTE

Attn: Not Prvded

Escrow #: N/a Our Account #: 727-727-0800449-0001

Handwritten initials/signature

The following document(s) are being sent to you for recording in the office of the recorder of Cook County in accordance with the instructions below, as long as there has been NO CHANGE to the preliminary title report dated N/A.

DOCUMENT(S) ENCLOSED MUST BE DATED AND RECORDED BY ADDRESSEE OR ADDRESSEE'S AGENT. ANY RECORDING FEES ARE TO BE PAID BY BORROWER(S). All items that require recording are shown in the boxes that are CHECKED below:

- Subordination Agreement** This Document DOES NOT Require Borrower(s) Signature(s) New 1st Lien amount NOT to exceed \$134,000.00. (If the New Lien exceeds this amount, the Subordination Agreement is VOID.)
- Revision Agreement** This Document REQUIRES Borrower(s) Signature(s) and Date(s) Establishing a new Line of Credit limit of N/A. The Line of Credit balance MUST be at or below this NEW LIMIT at closing.

ATTENTION!! Prior to recording the above document(s), please attach the proper legal description for the property commonly known as: **5147 N ASHLAND AVE CHICAGO, IL 60640**

The above document(s) must be recorded within 60 days of the date of these instructions, or they are void and must be returned to us. If it is necessary to redraw documents due to additional changes, there will be a \$50 Redraw Fee.

PROCEED AS FOLLOWS (All items checked below are required), (send all remittances to the above address):

- Please remit fee of N/A. On the check please show our customer's name and account number.
- Please remit \$50 Document Redraw Fee. On the check please show our customer's name and account number.
- Additional Instructions: PAYOFF OR CLEAR ALL EXISTING LIENS AND/OR JUDGMENTS ON THE SUBJECT PROPERTY AT TIME OF LOAN CLOSING EXCEPT FOR THE LIEN WHICH IS THE SUBJECT OF THE ATTACHED SUBORDINATION AGREEMENT

The issuance of this subordination agreement cancels any outstanding Demand Statements for this account. Funds received on the account will be used to "paydown" the balance, the account will not be closed. If required, please request a "paydown" statement. Should the subordination be canceled after you receive our documents, please fax us immediately and request a new demand statement. Our fax number is (503) 614-6088.

Please forward all payments on this account to:
Wells Fargo Bank, N. A.
Attn: Home Equity Customer Relations
MAC: P6051-013
18700 NW Walker Rd #92
Beaverton, OR 97006

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RECORDING REQUESTED BY

10678402

WHEN RECORDED MAIL TO

Wells Fargo Bank, N. A.
Attn: Home Equity Customer Relations
MAC: P6051-013
18700 NW Walker Rd #92
Beaverton, OR 97006

01-08469

Loan No. 727-727-0004-9-0001 JG

SUBORDINATION AGREEMENT

BILLINGS

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 Subordination Agreement, made this July 2, 2001 by WELLS FARGO BANK WISCONSIN, N.A. (hereinafter referred to as "Mortgagee"), present owner and holder of the Mortgage and note first hereafter described, in favor of WELLS FARGO HOME MORTGAGE, INC., its successors and/or assigns (hereinafter referred to as "Lender"),

WITNESSETH

THAT WHEREAS, Vincente Martinez, An Individual (hereinafter referred to as "Owner") did execute a Mortgage, dated September 29, 2000 to Wells Fargo Bank Wisconsin, N. A., as Mortgagee, covering that certain real property described as follows:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF
APN: 1408300003

To secure a note in the sum of \$50,624.44, dated September 29, 2000, in favor of Wells Fargo Bank Wisconsin, N. A., which Mortgage was recorded November 28, 2000, as RECORDING NO. 00929908, Official Records of Cook county, and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust or Mortgage (hereinafter referred to as "Lender's Security Instrument") and note not to exceed the sum of \$134,000.00, dated _____, in favor of Lender, payable with interest and upon the terms and conditions described therein, which Lender's Security Instrument is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said Lender's Security Instrument 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 Mortgage first mentioned, Owner has requested Mortgagee to subordinate Mortgagee's lien to the lien about to be taken by the Lender; and

WHEREAS, Lender is willing to make said loan provided the Lender's Security Instrument 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 Mortgagee will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Lender's Security Instrument in favor of the Lender; and

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WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Mortgagee is willing that the Lender's Security Instrument 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 Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said Lender's Security Instrument 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.
- (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 Lender's Security Instrument in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the lien instruments hereinbefore specifically described, any prior agreements 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 deed or deeds of trust or to another mortgage or mortgages.

Mortgagee declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and Lender's Security Instrument 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) It intentionally 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 Lender's Security Instrument 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 and parcel 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 Lender's Security Instrument 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.

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MORTGAGEE:
WELLS FARGO BANK WISCONSIN, N.A.

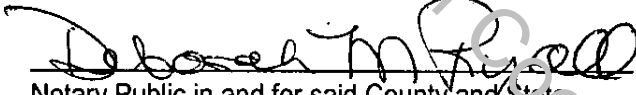
BY: 
Harriett Parks, Operations Manager

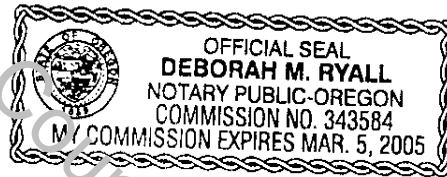
STATE OF: OREGON) SS
COUNTY OF: WASHINGTON)

On July 2, 2001 before me the undersigned, a Notary Public in and for said state personally appeared, Harriett Parks, Operations Manager, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed 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.

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL


Notary Public in and for said County and State



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