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2001-10-15 09:05:46
Cook County Recorder 31.50

Prepared by hand to:

Wells Fargo
3601 Minnesota Dr.
Bloomington MN 55

COOK COUNTY
RECORDER

EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

30 of 4



365396

Space above line for recording purposes.

SUBORDINATION AGREEMENT
Subordination of Mortgage

THIS SUBORDINATION AGREEMENT (the "Agreement") is made and entered into this 17TH day of SEPTEMBER, 2001, by ANNE N. PEASE AND GREGORY B. PEASE, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY AND NOT AS TENANTS IN COMMON AND NOT AS JOINT TENANTS, THEIR HEIRS AND ASSIGNS FOREVER (the "Owner"), and WELLS FARGO BANK WEST, N.A. (the "Beneficiary").

RECITALS

1. The Owner executed a mortgage (the "Beneficiary's Mortgage") dated JUNE 7TH, 2000 encumbering the following described real property (the "Property"):

SEE ATTACHED LEGAL DESCRIPTION

to secure a promissory note in the sum of \$37,300.00, dated JUNE 7TH, 2000 in favor of the Beneficiary, which Beneficiary's Mortgage was Recorded July 14, 2000 as Doc. number 00527447 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 \$248,000.00 dated September 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.

Handwritten initials and date: 10/15/01

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.

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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 Lender's Mortgage subject to the provisions of this Agreement.

WELLS FARGO BANK WEST, N.A.

Anne N Pease
Owner ~~ANNE N. PEASE~~ *Greg Pease as atty in fact*

By *Cynthia Robinson*

CYNTHIA ROBINSON
Officer

Greg Pease
Owner ~~GREGORY B. PEASE~~

Title _____

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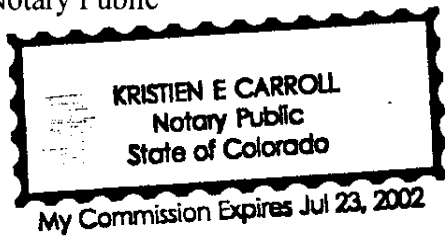
STATE OF COLORADO)
) SS.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 17th day of September, 2001, by CYNTHIA ROBINSON as OFFICER of WELLS FARGO BANK WEST, N.A..

WITNESS my hand and official seal.

My commission expires:

Kristien Carroll
Notary Public



STATE OF IL) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 21 day of September, 2006, ANNE N. PEASE AND GREGORY B. PEASE, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY AND NOT AS TENANTS IN COMMON AND NOT AS JOINT TENANTS, THEIR HEIRS AND ASSIGNS FOREVER.

WITNESS my hand and official seal.

My commission expires: _____

[Signature]
Notary Public



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Property of Cook County Clerk's Office

STATE OF CALIFORNIA
JUDICIAL BRANCH
COUNTY OF COOK
JAN 15 2013 10:00 AM



TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000365396 SC
STREET ADDRESS: 1955 N LEAVITT 3C
CITY: CHICAGO **COUNTY:** COOK COUNTY
TAX NUMBER: 14-31-304-046-1006

LEGAL DESCRIPTION:

UNIT NUMBER 3C AND P-3 IN ARMITAGE-LEAVITT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

ALL THAT SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 15.43 FEET ABOVE CITY OF CHICAGO DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 90.00 FEET ABOVE CITY OF CHICAGO DATUM WHICH LIES WITHIN THE; BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS: LOTS 1, 2, 3 AND 4 IN THE SUBDIVISION OF LOTS 1 TO 4, IN BLOCK 2, IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31, TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

A PART OF LOTS 1, 2, 3 AND 4 IN THE SUBDIVISION OF LOTS 1 TO 4 IN BLOCK 2 IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: ALL THAT SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 15.37 FEET ABOVE CITY OF CHICAGO DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 29.32 FEET ABOVE CITY OF CHICAGO DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4 FIRST ABOVE WRITTEN; THENCE EAST ALONG THE NORTH LINES OF SAID LOT A DISTANCE OF 93.85 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 17.87 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 14.16 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 18.67 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 10.36 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 2.35 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 20.15 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 4.00 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 14.38 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 4.00 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 30.85 FEET TO A POINT IN THE WEST LINE OF SAID LOT 4 FIRST ABOVE WRITTEN; THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 34.19 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM THE FOLLOWING TRACT: A PART OF LOTS 3 AND 4 IN THE SUBDIVISION OF LOTS 1 TO 4 IN BLOCK 2 IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: ALL THAT SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 15.43 FEET ABOVE CITY OF CHICAGO DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 29.43 FEET ABOVE CITY OF CHICAGO DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4 FIRST ABOVE WRITTEN; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 45.03 FEET TO THE POINT

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000365396 SC
STREET ADDRESS: 1955 N LEAVITT 3C
CITY: CHICAGO COUNTY: COOK COUNTY
TAX NUMBER: 14-31-304-046-1006

LEGAL DESCRIPTION:

OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 22.77 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 8.03 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 7.56 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 43.28 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 30.33 FEET TO A POINT IN THE WEST LINE OF SAID LOT 4, THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 51.31 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: A PART OF LOTS 3 AND 4 IN THE SUBDIVISION OF LOTS 1 TO 4, IN BLOCK 2, IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: ALL THAT SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 23.63 FEET ABOVE CITY OF CHICAGO DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 29.43 FEET ABOVE CITY OF CHICAGO DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4 FIRST ABOVE WRITTEN; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 45.03 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 22.77 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 8.03 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 7.56 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 7.59 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 7.56 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 7.59 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: ALL THAT SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 14.45 FEET ABOVE CITY OF CHICAGO DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 34.45 FEET ABOVE CITY OF CHICAGO DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS: A PART OF LOT 1 IN THE SUBDIVISION OF LOTS 1 TO 4 IN BLOCK 2 IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1 FIRST ABOVE WRITTEN; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 20.30 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 10.02 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 25.00 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 10.02 FEET TO A POINT IN THE EAST LINE OF SAID LOT 1; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING WHICH SURVEY IS ATTACHED AND PART OF EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 30, 1999 AS DOCUMENT 99826596, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.