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Cook County Recorder 27.50



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**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE**

Space above line for recording purposes.

Account Number: **4514569229**

SUBORDINATION AGREEMENT

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 Agreement is made this **31ST** day of **OCTOBER, 2001**, by **Wells Fargo Bank West, N.A.** a national bank with its headquarters located at **San Francisco, California** (herein called "Lien Holder"), for the benefit of **WELLS FARGO HOME MORTGAGE INC** with its main office located in the State of **IOWA** (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated **FEBRUARY 23RD, 2001** executed by **GREGORY J JANIA A MARRIED PERSON AND WENDY A JANIA A MARRIED PERSON** (the "Debtor") which was recorded in the county of **COOK**, State of **ILLINOIS**, as _____ on _____ (the "Subordinated Instrument") covering real property located in **ORLAND PARK** in the above-named county of **COOK**, State of **ILLINOIS**, as more particularly described in the Subordinated Instrument (the "Property").

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PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement in the amount of **\$256,000.00**.

Lien Holder has agreed to execute and deliver this Subordination Agreement.

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000366152 SC
STREET ADDRESS: 10504 PENTAGON DRIVE
CITY: ORLAND PARK **COUNTY:** COOK COUNTY
TAX NUMBER: 27-32-213-008-0000

LEGAL DESCRIPTION:

LOT 80 IN EAGLE RIDGE ESTATES UNIT FIVE BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32; ALSO THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32 (EXCEPT THE NORTH 60 ACRES THEREOF) ALL IN TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

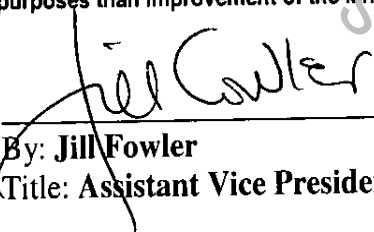
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
3. This Agreement is made under the laws of the State of **ILLINOIS**. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

Wells Fargo Bank West, N.A.

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 the land



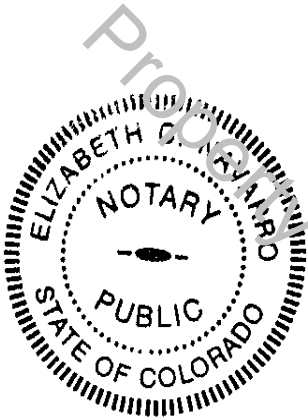
By: **Jill Fowler**
 Title: **Assistant Vice President**

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

On this 31 day of October, 20 01, Before me
ELIZABETH C NAVARRO, NOTARY PUBLIC personally appeared
Jill Fowler as Assistant Vice President of Wells Fargo Bank West, N.A.

- personally known to me
- 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 acknowledged 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,

Signature of Notary Public

My commission expires: My Commission Expires 05-10-04

Prepared by/return to:
 Wells Fargo E. Navarro
 4455 Arroyo West Dr
 P O Box 49069
 Colorado Springs CO 80949-9069



PROPERTY OF COOK COUNTY CLERK'S OFFICE