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Cook County Recorder

27.00

**RECORDING REQUESTED BY** 

### WHEN RECORDED MAIL TO

Wells Fargo Bank, N. A. Attn: Subordination Department MAC: P6051-013 18700 NW Walker Rd #92 Beaverton, OR 97006-2950 0020289839

Loan No. 727-727-0°. 7113-0001 E

SUBORDINATION AGREEMENT

**BILLINGS** 

NOTICE: THIS SUBCEDINATION 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 February 28, 2002 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 PRISM MORTGAGE COMPANY INC, it's successors and/or assigns (hereinafter referred to as "Lender");

### WI THESSETH

THAT WHEREAS, James Haidos And Deborah Haidos Husband And Wife (hereinafter referred to as "Owner") did execute a Mortgage, dated May 24, 2001 to V'ells Fargo Bank, as Mortgagee, covering that certain real property described as follows:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF APN: 12-02-123-058

To secure a note in the sum of \$35,100.00, dated May 24, 2001, in favor of Vells Fargo Bank, which Mortgage was recorded June 11, 2001, as DOCUMENT NO. 0010502821, 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 \$334,006.00, 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

BOX 333-CTT

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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 Lander 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 primity 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.

## **UNOFFICIAL COPY**

MORTGAGEE:

WELLS FARGO BANK WISCONSIN, N.A.

STATE OF:

**OREGON** )SS

COUNTY OF:

WASHINGTON

On February 18, 2002 before me the undersigned, a Notary Public in and for said state personally appeared, Lance J. Mayhew, Authorized Signer, personally known to me (or proved to me on the basis adistat... acknowled... It by his/her/their rson(s) acted, executed...

WITNESS my hand and office...

Notary Public in and for said County and Stars

INCOMMISS... of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to the 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

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Property of Coof County Clerk's Office

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STREET ADDRESS: 1429 WEST LOSOFFICIAL COPY

CITY: PARK RIDGE COUNTY: COOK

TAX NUMBER: 12-02-123-058-0000

### LEGAL DESCRIPTION:

#### PARCEL 1:

LOT 4 (EXCEPT THAT PART BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH A DISTANCE OF 72.15 FEET TO A POINT 2.80 FEET EAST OF THE WEST LINE OF SAID LOT 4 (MEASURED AT RIGHT ANGLES) THENCE SOUTH TO THE SOUTHWEST CORNER OF SAID LOT 4, THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4 TO THE PLACE OF BEGINNING IN PRENDERGAST AND ROPPOLO RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 30, 1965 AS DOCUMENT 19603409 BEING A RESUBDIVISION OF LOTS 13, 14, 15 AND 16 (EXCEPT THE EAST 5.0 FEET THEREOF) MEASURED AT RIGHT ANGLES IN VINCI'S SUBDIVISION OF LOTS 2 AND 3 IN CIRCUIT COURT COMMISSIONER'S DIVISION OF THE WEST 1/2 OF GOVERNMENT LOT 1 IN THE NORTHWEST 1/4 AND THE WEST 3.57 CHAINS NORTH OF THE HIGGINS ROAD (EXCEPT THE EAST 50 FEET) OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF THE EASI 5.0 FEET MEASURED AT RIGHT ANGLES OF LOT 16 LYING WEST OF A LINE DESCRIBED AS BEGINNING AT THE NORTH WEST CORNER OF THE EAST 5.0 FEET MEASURED AT RIGHT ANGLES TO SAID LOT 16; THENCE SOUTH A DISTANCE OF 39.31 FEET TO A POINT; SAID POINT BEING 0.45 FEET EAST OF MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 5.0 FEET OF SAID LOT 16; THENCE CONTINUING SOUTH A DISTANCE OF 48.0 FEET TO A POINT, 5A'D POINT BEING 2.14 FEET EAST OF MEASURED AT RIGHT ANGLES OF THE WEST LINE OF THE EAST 5.0 FEET OF SAID LOT 16; THENCE CONTINUING SOUTH TO THE SOUTHWEST CORNER OF THE EAST 5.0 FEET; MEASURED AT RIGHT ANGLES OF SAID LOT 16 IN VINCI'S SUBDIVISION AFOREMENTIONED IN COOK COUNTY, ILLINO'S.

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