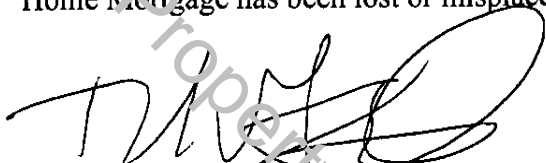


AFFIDAVIT OF LOST ORIGINAL DOCUMENTS

DATE: January 25, 2002



The undersigned hereby states that the original of the attached document from Fleet National Bank is a true and correct copy of the Mortgage Subordination Agreement and that the Mortgage Subordination Agreement from Fleet National Bank to Wells Fargo Home Mortgage has been lost or misplaced.



Derek G. Edens Attorney for Title Company

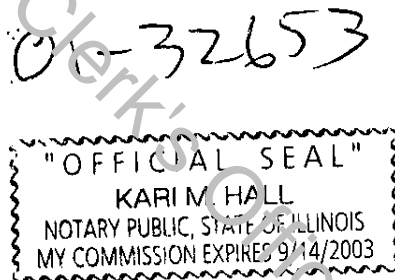
1/1
PRAIRIE TITLE
6821 W. NORTH AVE.
OAK PARK, IL 60302

State of Illinois
County of Cook (ss)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Derek G. Edens, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered to said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under by hand and official seal this
25 day of Jan 2002
2002.

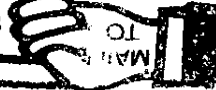

Notary Public



Commission Expires 9/14/03

This instrument was prepared by Prairie Title Services 6821 W North Ave, Oak Park, Illinois 60302

Mail To: Prairie Title Services
6821 W North Ave
Oak Park, IL 60302



UNOFFICIAL COPY

20292129

MORTGAGE SUBRODINATION AGREEMENT

This agreement, made this
29th Day of August, 2001

By:

Fleet National Bank, whose address is
70 Batterson Park Road Farmington, CT 06032

And is being given to:

Wells Fargo Home Mortgage, Inc., whose address is
3301 Rider Trail South, Earth City, MO 63042

01-32053 1/1
PRAIRIE TITLE
6821 W. NORTH AVE.
OAK PARK, IL 60302

- 1) Subordinating Party now owns or holds an interest as mortgagee of certain premises with a property address of 2124 West Evergreen Ave., #B, Chicago, Illinois 60622 which premises are more fully described in Exhibit "A" attached and incorporated herein by reference ("Property"), pursuant to the provisions of that certain mortgage dated February 20, 2001 and recorded as Document # 0010210032 in the Office of the Recorder of Cook County, Illinois with an outstanding balance of \$25,000.00.
- 2) Scott Lercel is the present owner(s) of the Property and has executed or is about to execute mortgage in the sum of \$217,000.00 in favor of Lender. *and recorded 10-01-01 as Doc # 0010912708*
- 3) Lender is willing to make such loan to Owner provided that Lender obtain a first lien on the property. Subordinating Party unconditionally subordinates the lien of its mortgage to the lien in favor of Lender in the manner hereinafter described.

NOW THEREFORE, in consideration of the sum of One Dollar (1.00) and good and other valuable consideration, receipt of which is hereby acknowledged by Subordinating Party, and to induce Lender to make a loan to Owner, Subordinating Party hereby agrees with Lender that the mortgage securing the note in favor of Lender, and any renewals, extensions or modifications of it, will be and shall remain a Subordinating Party in the same manner as is Lender's mortgage had been executed and recorded prior to the execution and recordation of Subordinating Party's mortgage.

Subordinating Party further agrees that:

- 1) Any future advance of funds or additional debt that may be secured by Subordinating Party's mortgage shall be subject to the provisions of the Mortgage. The mortgage securing the note in favor of the Lender, and any renewals, extensions, or modifications of it will be and remain a lien on the Property prior and superior to any lien for future advances of funds or additional debt secured by Subordinating Party's mortgage.

UNOFFICIAL COPY

20292129

- 2) This agreement is made under the laws of the State of Illinois. It cannot be waived, changed, or terminated, except by writing, signed by both parties. This agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and ensure to the benefit of and shall be enforceable by Lender and its successors and assigns, Subordinating Party waives notice of Lenders acceptance of this agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed that day and year first above written.

Fleet National Bank

Nancy Fennell
By: Nancy Fennell
Its: Banking Officer

STATE OF CONNECTICUT

COUNTY OF HARTFORD

I UNDERSTAND THAT, Nancy Madeira, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT, NANCY FENNEL, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT AND ACKNOWLEDGED THAT SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH,

GIVEN UNDER MY HAND AND SEAL THIS 29th DAY OF AUGUST, 2001.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

Subscribed and Sworn to before me, a Notary Public, in and for County of Hartford and State of Connecticut, this 29th day of August 2001.

Nancy E. Madeira
Notary Public

NANCY E. MADEIRA
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2003

UNOFFICIAL COPY

20292129

EXHIBIT "A" (Legal Description)

Unit 2124-B IN THE 2124 W EVERGREEN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 18 IN BLOCK 10 IN D.S.LEE'S ADDITION TO CHICAGO IN SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 09298454 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

17-06-1107046-1802

Property of Cook County Clerk's Office