2002-07-05 09:19:38

Cook County Recorder

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## SUBORDINATION AGREEMENT

NOTICE: This subordination : gr ement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later occurity instrument

This Agreement is made this 17 day of June 2002, by and between Wells Fargo Bank West, N.A. a national bank with its headquarters located at 1740 Broadway, Denver, Colorado (herein called "Lien Holder"), and We'lls Fargo Home Mortgage, Inc., with its main office located in the State of Iowa (herein called a e "Lender").

### RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated May 24, 2002 executed by Sathysha Nagar and Charulatha Nagar, husband and wife (the "Debtor") which was recorded in the county of Cook, State of IL, as 002059164 on May 24 (the "Subordinated Instrument") covering real property located in Charview in the above-named county of Cook, State of IL, as more particularly described in the Sucordinated Instrument (the "Property").

FIRST AMERICAN TITLE

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 \$488,000..

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

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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 Sut ordinated Instrument and indebtedness secured thereby, free and clear of all iens, security interests and encumbrances.
- 3. This Agreement is made under the laws of the State of IL. 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 co.ita' is a provision which allows the person obligated on your rect property security to obtain a loan a portion of which may be expended for other purposes than improvement of the land

By: Dorothy Brown

Title: Assistant Vice President

 $\omega\omega$ 

# UNOFFICIAL COPY

STATE OF IL)

) SS.

**COUNTY OF Cook)** 

The foregoing instrument was acknowledged before me this 17 day of June, 2002, by Dorothy Brown of Wells Fargo Bank West, NA

(bank officer name and title)

(name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires:



Kurt Sures Notary Public

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## **UNOFFICIAL COPY**

**ALTA Commitment** Schedule C

File No.: 56684

**Legal Description:** 

LOT 208 IN GLENRIDGE MEADOWS, BEING A SUBDIVISION IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ENRIDGE MEADOWS, QUARTER OF SECTION 2
MERIDIAN, IN COOK COUNT 1.

PIN # 34.30.107.008

OR COOK COUNTS

OR COOK