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2002-08-02 10:28:25

Cook County Recorder

27.00



Space above line for recording purposes.

80411199 2 of 2

SUBORDINATION AGREEMENT

NOTICE: This subordination r_6 , seement 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 22nd day of July 2002, by and between Wells Fargo Bank Wisconsin N. A. a national bank with its headquarters located at 100 East Wisconsin Avenue, Milwaukee WI (herein called "Lien Holder"), and 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 11-9-2001 executed by John C. Kregar III and Sandra B. Kregar (the "Debtor") which was recorded in the county of Cook, State of Illinois, as Doc. on 3-30-2002 (the "Subordinated Instrument") covering real property located in Park Ridge in the above-named county of Cook, State of IL, as more particularly described in the Subordinated Instrument (the "Troperty").

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 \$373000.

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

BOX 333-M 9/27/0

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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. L'en Holder warrants to Lender that Lien Holder presently owns the Supordinated 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 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. Nother 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 Wisconsin N. A.

NOTICE: This

subordination agreement or no ins 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 law.

By: Karla Bungert

Title: Assistant Vice President

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STATE OF MUYESONA OUNTY OF HARLYPIN The foregoing instrument was acknowledged before me this aday of Ju 2002, by of Wells Fargo Bank wisconsin, A.

(bank officer name and title) (name of Wells Fargo Bank)

Kara Bunga, Asistant Vice Provide WITNESS my hand and official seal. axpires:

Or Cook Colling Clark's Office My commiss.or. expires:

STREET ADDRESS: 701 S FROS PACOFFICIAL CON 201948071

TAX NUMBER: 09-35-401-024-0000

LEGAL DESCRIPTION:

LOT 17 IN FRED I. GILLICK'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST 6 2/3 ACRES OF THE NORTH 20 ACRES OF THE WEST 19.50 CHAINS OF THE NORTH 17.32 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office