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2002-09-05 13:12:37
Cook County Recorder 30.50



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FIRST AMERICAN TITLE

SUBORDINATION AGREEMENT

125725
2/2

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 26th day of August, 2002 by and between Wells Fargo Bank West, N.A. a national bank with its headquarters located at 1740 Broadway, Denver CO (herein called "Lien Holder"), and Wells Fargo Home Mortgage, Inc., with its main office located in the State of Iowa (herein called the "Lender").

✓
JA

RECITALS

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Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated July 24, 2001 executed by Seth Marks and Meredith Marks (the "Debtor") which was recorded in the county of Cook, State of Illinois, as document 0010659547 on July 24, 2001 (the "Subordinated Instrument") covering real property located in Chicago in the above-named county of Cook, State of Illinois, as more particularly described in the Subordinated Instrument (the "Property").

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 \$ 497,775

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

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Property of Cook County Clerk's Office

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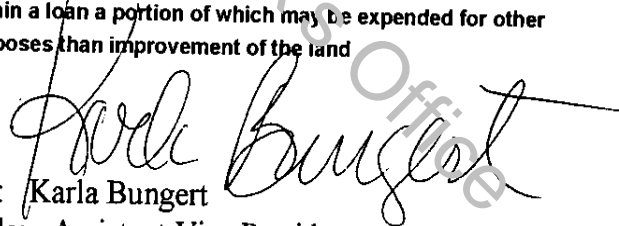
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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 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: 
Title: Assistant Vice President

9/27/01

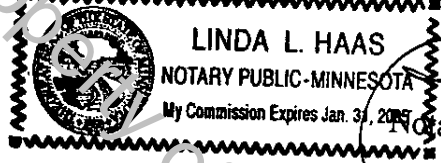
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STATE OF *Minnesota*
COUNTY OF *Hennepin*) SS.

The foregoing instrument was acknowledged before me this *26th* day of *August* 200*2*, by *_____* of Wells Fargo Bank *West, PA*
(bank officer name and title) (name of Wells Fargo Bank)
Karla Burger, Assistant Vice President
WITNESS my hand and official seal.

My commission expires:



Linda Haas

Property of Cook County Clerk's Office

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01/26/2013
11:20:13

Property of Cook County Clerk's Office

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ALTA Commitment
Schedule C

20975400

File No.: 125725

Legal Description:

Parcel 1:

That part of a tract of land described as follows; (said tract to be described hereinafter), commencing at the South West corner of said tract. Thence North 00 degrees 00 minutes 00 seconds East along the West line of said tract, 264.58 feet to the North West corner of said tract: Thence North 90 degrees 00 minutes 00 seconds East along the most Northerly North line of said Tract, 81.66 feet, Thence South 00 degrees 00 minutes 00 seconds East along a North and South line of said tract, 23.47 feet to a North line of said Tract, Thence North 90 degrees 00 minutes 00 seconds East along a North line of said Tract, 6.91 feet, Thence South 00 degrees 00 minutes 00 seconds East, 106.36 feet to the point of beginning; Thence North 90 degrees 00 minutes 00 seconds East, 60.86 feet; Thence South 00 degrees 00 minutes 00 seconds East, 4.07 feet; Thence South 45 degrees 00 minutes 00 seconds west, 2.25 feet; Thence South 90 degrees 00 minutes 00 seconds West, 3.77 feet, Thence South 00 degrees 00 minutes 00 seconds East, 28.37 feet, Thence South 90 degrees 00 minutes 00 seconds West, 55.50 feet; Thence North 00 degrees 00 minutes 00 seconds East, 34.03 feet to the point of beginning, the above described parcel being a part of a tract of land comprising all of lot 14 in Chicago Land clearance commission number 3, being a consolidation of lots and parts of lots and vacated alley's in Bronson's addition to Chicago, and certain re subdivisions also all of lots 20, 21, 22 and parts of lots 23 and 24 in assessors division of lots 16 to 23 inclusive, in Bronson's addition to Chicago, in section 4, township 39 North, range 14 East of the Third Principal Meridian described as follows: Beginning at the South West corner of said lot 14 and running thence North 00 degrees 00 minutes 00 seconds East on the West line of said lot 14 and the West line of said lots 20, 21, 22, 23 and 24, the same being the East line of North Clark Street, for a distance of 264.58 feet: Thence North 90 degrees 00 minutes 00 seconds East, 81.66 feet, thence South 00 degrees 00 minutes 00 seconds East, 23.47 feet, thence North 90 degrees 00 minutes 00 seconds East, 67.90 feet to the West line of a 20 foot public alley, the same being the East line of said lot 14 and the East line of said lots 20, 21, 22, 23; Thence South 00 degrees 01 minutes 49 seconds West along said alley line, 241.73 feet to the Southeast corner of said lot 14, Thence North 89 degrees 45 minutes 39 seconds West on the South line of said lot 14, the same being the North line of West Goethe Street, for a distance of 149.43 feet to the point of beginning, all in Cook County, Illinois.

Parcel 2:

Easements appurtenant to and for the benefit of said parcel 1 aforesaid, as set forth in declaration made by Sutton properties, Inc. A corporation of Illinois dated January 1, 1978 and recorded March 6, 1978 as document 24351547 and filed March 6, 1978 as document LR3002764 and as created by deed from Sutton properties, Inc. A Corporation of Illinois to Edward Mann and Madeline Mann, his wife, filed April 25, 1978 as document LR3013073 for Ingress and Egress, all in Cook County, Illinois.

Pin 17-04-217-095
P/A 1309 N. Sutton Pl.
Chicago, IL 60610