

0021039958

1886/0171 05 001 Page 1 of 4 2002-09-23 12:03:47

Cook County Recorder

54.50

0021032059

Wells Fargo Bank Loan #65465419218270001

SUBORDINATION AGREEMENT

NOTICE: This subject to and of lower priority than the less of some other or later security instrument.

This Agreement is made this 4th day of September 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").

#### RECITALS

Lien Holder is the beneficiary/mor gagee under a deed of trust/mortgage, May 14,2002 executed by Sathysha Nagar and Charula ha Nagar (the "Debtor") which was recorded in the county of Cook, State of Illinois, as Document #0020591647 on May 24,2002 (the "Subordinated Instrument") covering real property located in Oak Park 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 contrast/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 \$487,580.00

Lien Holder has agreed to execute and deliver this Subordination Agreement

FIRST AMERICAN TITLE order # 169796

### UNOFFICIAL COPY

21039958

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 liers, security interests and encumbrances.
- 3. This Agreement is made under the laws of the State of Illinois. It cannot be waived or changed, except in 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 insure to the benefit of, all shall be enforceable by, Lender and its successors and assigns. Neither the Debtor not 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 Subordinarion Agreement is executed on the day and year first above stated.

Wells Fargo Bank Well, Fargo Bank West, N.A.

NOTICE: This subordination agreement contains provisions which allow the person obligated on your real property security to obtain a lan a portion of which may be expended for other purpose of the improvement of the land

By: Dorothy Brown

Title: Assistant Vice President



21039958

STATE OF ILLINOIS) COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 6th day of September, by Andrea Weekley, Mortgage Specialist of Wells Fargo Bank Wells Fargo Bank West, N.A.. (bank officer name and title) (Name of Wells Fargo Bank)

Notary

(ban.

John Services:

Adduction of County Clouds of County Cloud Clouds of County Clouds of County Clouds of County Clouds of County Clouds o

# **UNOFFICIAL COPY**

ALTA Commitment Schedule C

21039958

File No.: 169796

### 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.

Pin Number 04-20-107-008

Well'S Fays Homes Markete Inc 3601 Minne SOLA Drive Sle. 26 Winneston, Mr 55431

# **UNOFFICIAL COPY**

NGBOTOTE

Property of Cook County Clerk's Office 107-200

04-20-107-008-990