UNOFFICIAL COP 1272569 237/0131 33 001 Page 1 of

2002-11-18 11:37:43

Cook County Recorder

30.50

Prepared by Wells Fargo Brank

NTA 02-10269

Space above line for recording purposes.

0010746212

SUBORDINATION AGREEMENT

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 22rd day of October, 2002, by and between Wells Fargo N.A. a national bank with its herdquarters 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/mortgagee under a deed of trust/mortgage, dated January 26, 2000, executed by David J. Perry and Christine D. Perry. (the 'Debtor") which was recorded in the county of Cook, State of Illinois, as document number 001007 601 on December 13, 2001, (the Subordinated Instrument") covering real property located in Park Kidge, IL, in the abovenamed 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 \$199,300.00

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

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 ILLINOIS, N.A.

NOTICE:

This

subordination agreement comains of 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: Heather Sheehan

Title: Assistant Vice President

0021272569

STATE OF Illinois)

COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 16th day of October, 2002, by Heather Sheehan of Wells Fargo Bank Illinois, N.A.

(bank officer name and title)

(name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires: 413-55

OFFICIAL SEAL*
KURT SIEVERS
AMAISSION EXPINES 04/13/03
THISYTOTE STATE OF THE SEAL OF THE

LOT 29 AND LOT 30 IN BLOCK 2 IN R.S. PE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 0936320010

LEGAL DESCRIPTION

MATIONS TITLE

246 E. JANGTON BLOW

SUITE 300

LOWBARD, IL. 60148