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2002-11-20 13:06:53  
Cook County Recorder 30.50



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**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 16 day of October 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 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 June 8, 2001, executed by MICHAEL A. HERMAN & LEIGH ANN PRINE (the "Debtor") which was recorded in the county of COOK, State of ILLINOIS, as Document No. 0010525981 on June 15, 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 \$714,715.00.

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

4

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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: Richard Bostian  
Title: Assistant Vice President

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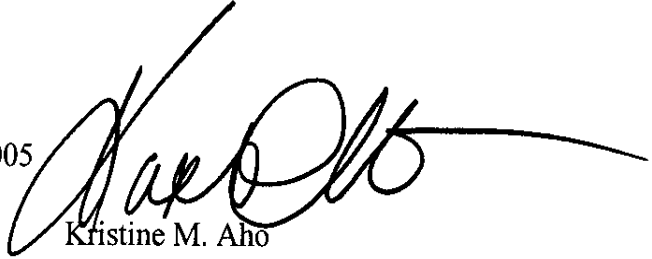
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STATE OF MINNESOTA   )  
  ) SS.  
COUNTY OF HENNEPIN   )

The foregoing instrument was acknowledged before me this 18 day of October, 2002, by Richard Bostian of Wells Fargo Bank West, N.A.

WITNESS my hand and official seal.

My commission expires: January 31, 2005



Kristine M. Aho  
Notary Public



Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

## Legal Description:

Land referred to in this commitment is described as all that certain property situated in the County of COOK and state of IL and being described in a deed dated May-08-2001, and recorded Jun-15-2001, among the land records of the County and state set forth above, and referenced as follows: Document Number 0010525979.

LOT 46 IN BLOCK 3 IN WILLIAM J GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO EVANSTON AND LAKE SUPERIOR RAILROAD, IN COOK COUNTY, ILLINOIS.