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2002-10-31 10:03:40

Cook County Recorder 30.00



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Y202-5110

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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 12th day of September 2002, by and between **Wells Fargo Bank NA** 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 , executed by **Joseph Magnelli and Anna Magnelli** (the "Debtor") which was recorded in the county of **Cook**, State of **IL**, as \* on \*\* (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 "Property").

\* document # 0021202809 \*\* October 22, 2002

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 \$231000.00.

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

Box 64

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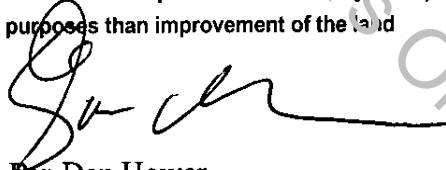
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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 Minnesota. 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 NA

**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: Dan Hower  
Title: Asst. Secretary

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STATE OF Minnesota )  
 )SS.  
COUNTY OF Hennepin )

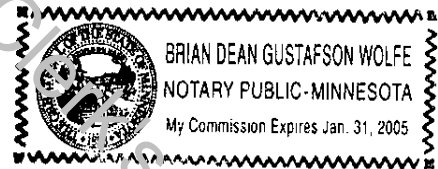
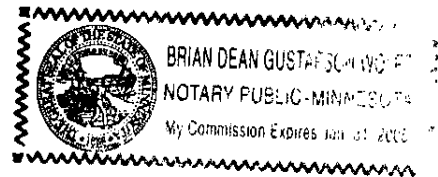
The foregoing instrument was acknowledged before me this 12th day of September,  
2002, by Dan Hower, Asst. Secretary of Wells Fargo Bank NA  
(bank officer name and title) (name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires: 01/31/05



Brian Wolfe  
Notary Public



Property of Cook County Clerk's Office

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Case No. Y202-5110

## Legal Description

Lot 8 in Tri M resubdivision of part of A.M. Miller's Subdivision of part of the east 1/2 of the northeast 1/4 of Section 27, Township 41 North, Range 12, East of the Third Principal Meridian, according to the plat thereof registered April 3, 1957 as document no. LR1731111 in Cook County, Illinois.

## Property Tax Number

09-27-204-027

**Property Address:** 920 North Western Avenue  
Park Ridge, ILLINOIS 60068