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WEUS FARGO BASUMER WANCENTER. P.O. BOX 31557. BILLINGS, NAT. 59107

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Wells Fargo Bank Loan #65426447110001

#### SUBORDINATION AGREEMENT

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

This Agreement is made this 3rd day of December, 2002 by and between Wells Fargo Bank 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/mort; agee under a deed of trust/mortgage dated, May30, 2002 and executed by Thomas A. Szot and Elaine E. Szot (the "Debtor") which was recorded in the county of Cook, State of Illinois. as Document 0020654459 on June 12, 2002 (the "Subordinated Instrument") covering real property located in Western Springs 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 crust/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 \$225,400.00

Lien Holder has agreed to execute and deliver this Subordination Agreement



## **UNOFFICIAL COPY**

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 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 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 Subordination Agreement is executed on the day and year first above stated.

Wells Fargo Bank Wells Fargo Bank

West, N.A.

NOTICE: The sub-redination agreement contains a provision which allows the person obligated on your real property security to obtain a lear a portion of which may be expended for other purposes than improvement of the land

By: Heather Sheehan

Title: Assistant Vice President

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# **UNOFFICIAL COPY**

STATE OF ILLINOIS) COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 3rd day of December 2002 by Marsha Rao - Mortgage Specialist of Wells Fargo Bank West , N.A..

WITNESS my hand and official seal.

My commission expires:

10/23/06

Notary

OFFICIAL SEAL
SACOB K, GEORGE
NOTATY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-23-2008

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THE EAST 75 FEET OF LOT 8 IN BLOCK 12 IN RIDGE ACRES, A SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE TIRD PRINCIPAL MERIDIAN, IN COOK

Proberty of Cook County Clerk's Office

PIN# 18-05-307-009

COUNTY, ILLINOIS.

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