UNOFFICIAL COPY

WEUS FARGO CONSUMER WAN CENTER. P.U. BOY 31557. BILLINGS, M.T. 59107 5059/0148 50 001 Page 1 of 4 **2003-02-06** 12:57:41 Cook County Recorder 38.50



WTA 0Z-16627.
Space above line for recording purposes.

45145167239500001

SUBORDINATION AGREEMENT

NOTICE: This subordination as element results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later stearity instrument

This Agreement is made this 30th day of December, 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 November 30, 2001 executed by David A. Salsburg and Joyce E. Salsburg (the "Debtor") which was recorded in the county of Cook, State of Illinois, as Document Number 0020335697 on March 25, 2001 (the "Subordinated Instrument") covering real property located in Chicago 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 \$ 318,700.00.

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



0036183600

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 Sur ordinated Instrument and indebtedness secured thereby, free and clear of all iens, 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 Li n 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 rect property security to obtain a loan a portion of which may be expended for other purposes than improvement of the land

By: Renee Ismail

Title: Assistant Vice-President

UNOFFICIAL COPY

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 30th day of December, 2002, by Renee Ismail of Wells Fargo Bank West, N.A.

(bank officer name and title)

(name of Wells Fargo Bank)

WITNESS ray hand and official seal.

My commission expires:

4-13-05

Notary Public

Office

9/27/01

UNOFFICIAL DESCRIPTION

PARCEL 1: THE WEST 17.49 FEET OF THE EAST 70.42 FEET OF LOTS 51 AND 52 IN BLOCK 40 IN CANAL TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS OVER AND ACROSS THE PRIVATE ROAD AND FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF A SECURITY GATE OVER AND ACROSS THE WEST 17 FEET OF THE PRIVATE ROAD, AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED MAY 26, 1994 AND RECORDED ON JUNE 7, 1994 AS DOCUMENT 94503046.

Property of Cook County Clerk's Office