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Wells Fargo Bank Loan #65465429056980001

SUBORDINATION AGREEMENT

NOTICE: This subor dir ation agreement results in your security interest in the property becoming subject to an of lower priority than the lien of state other or later security instrument.

This Agreement is made this 28th day of February by and between Wells Fargo Bank West, N.A., a national pank 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/mortgagee under a deed of trust/mortgage, executed by **Donald E. Manhard, Jr. and Patricia M. Manhard** (the "Debtor") which was recorded in the county of **Cook**, State of **Illinois**, as **Document 2021255753** on **November 14, 2002** (the "Subordinated Instrument") covering real property located in **Glencoe** in the above-named county of **Cook**, State of **Illinois**, as more particularly described in the Subordinated Instrument (the "Property").

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LOT 14 IN BLOCK 8 IN GLENCOE, BEING A SUBDIVISION OF PARTS OF 3, 6, 7, AND 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERDIAN, COOK COUNTY, ILLINOIS.

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 \$2,353,000.00.

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

FIRST AMERICAN TITLE 325595

ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder herby 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 r! (lder warrants to Lender that Lien Holder presently owns the Subordinated Instrumer! 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 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 in, 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: This sup ro ination 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: Dolores Latz

Title: Assistant Vice President

STATE OF ILLINOIS) COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 22nd day of February, by Dolores Latz, Assistant Vice President of Wells Fargo Bank Wells Fargo Bank West, N.A.. (bank officer name and title) (Name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires:

Notary Public

ANDREA WEEKLEY NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 10/06/2003

PREPARED BY WHEN RECORDED MAIL TO:

MANH.

Colors

Colors DONALD MANHARD & PATRICIA MANHARD

595 SHERIDAN ROAD GLENCOE, IL 60022

LEGAL DESCRIPTION - EXHIBIT A.

Legal Description: Lot 14 in Block 8 in Glencoe, being a subdivision of parts of Sections 5, 6, 7, and 8, Township 42

North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index #'s: 05-08-100-005-0000 Vol. 0098

Property Address: 595 Sheridan Road, Glencoe, Illinois 60022

Property of Cook County Clark's Office