

PREPARED BY:
WELLS FARGO

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2003-04-02 10:52:59
Cook County Recorder 30.50

MAIL TO!
NATIONS TITLE
246 E. JANATA BLVD.
LOMBARD, IL. 60148



NTA 03-2047

Space above line for recording purposes.

45145162836080001

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 27th day of February 2003, by and between **Wells Fargo Bank West** 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/mortgagee under a deed of trust/mortgage, dated **September 4th, 2001** executed by **Gregory T. Benjamin and Victoria C. Benjamin** (the "Debtor") which was recorded in the county of **Cook**, State of **IL**, as **0010920510** on **October 3, 2001** (the "Subordinated Instrument") covering real property located in **Palatine** 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 \$153,150.00

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



4

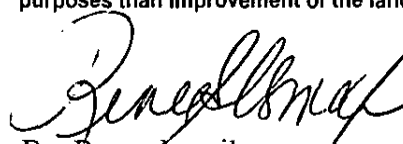
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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, 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: Renee Ismail
Title: Assistant Vice President

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STATE OF Illinois)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 27^t day of February,
2003, by Renee A. Ismail of Wells Fargo Bank N.A.
(bank officer name and title) (name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires: 04-13-05

Kurt Sievers
Kurt Sievers
Notary Public



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PARCEL 1: UNIT 18-D IN WHISPERING OAKS CONDOMINIUMS II, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 4, 1998 AS DOCUMENT 98361984, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER THE COMMON AREAS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

P.I.N. 02-02-065-1004

203
Property of Cook County Clerk's Office