PREPARED MOFFICIAL CONDING
WELLS FARGO
2007-

2003-04-07

14:41:51

Cook County Recorder

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MAIL TO! NATIONS FITLE 246 E. JANATA BLVD.

LOMBARD, IL. 60148

Space above line for recording purposes.

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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 18th day of March 2003, by and between Wells Fargo Bank N.A. a national bank with its headquarters located at 1740 Broadway, Denver, CO. (herein called "Lien Holder"), and Wells Fargo lome 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 December 21, 2000 executed by Christopher P. Klier (the "Debtor") v/hich was recorded in the county of Cook, State of Illinois, as 0010020397 on January 9, 2001 (the "Subordinated Instrument") covering real property located in Park Ridge 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 \$418,000.

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

## UNOFFICIAL COPY 468083

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:

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- 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 'lens, 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 Lie 1 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. New her 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

## UNOFFICIAL COPY030468083

STATE OF Illinois)

) SS.

**COUNTY OF Cook)** 

The foregoing instrument was acknowledged before me this 18th day of March, 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

"OFFICIAL SEAL"

NOTATIVE OF RUBLIC KURT SIEVERS

RUBLIC STATE OF RUBLIC COMMISSION EXPIRES 04/13/05

Kurt Sievers Notary Public

Office

UNOFFICIAL DESCRIPTION 0030468083

LOT 39 AND THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF THE SAID LOT 39 IN PARK RIDGE HOWARD CENTER SUBDIVISION OF THE EAST 2/3 OF THE EAST 30 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office