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Eugene "Gene" Moore Fee: \$62.00 Cook County Recorder of Deeds Date: 07/08/2003 12:22 PM Pg: 1 of 6

I. Chefori Colore, of CHICAGO TITLE INSURANCE
COMPANY DO HEREBY CERTIFY THAT THE Subcretivation Agree DATED
4/18/03, MADE BETWEEN MICHELLE FIETION
AND
· Country wide Home Loans
WAS PRESENTED TO CHICAGO LITTLE FOR RECORDATION. FURTHER THAT SAID
Subordination Agreements been lost and that the attached is a true
AND CORRECT COPY OF THE ORIGINAL DOCUMENT.
Stefani Glacks
SIGNATURE
SIGNATURE
C
STATE OF ILLINOIS
COUNTY OF COOK
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE
STATE OF ILLINOIS, CERTIFY THAT
OF CHICAGO TITLE INSURANCE COMPANY PERSONALLY KNOWN TO ME TO BE THE
SAME PERSON WHOSE NAME IS SUBSCRIBED AND SWORN TO IN THE FOREGOING
INSTRUMENT, APPEARED BEFORE ME THIS DATE IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER
OWN FREE AND VOLUNTARY ACT FOR THE USE AND PURPOSE THEREIN SET FORTH.
OWN FREE AND VOLUMIARI ACT FOR THE USE AND FORTUSE INDUBER SET FORTH.
GIVEN UNDER MY HAND AND SEAL THE 12 DAY OF John , 2003
NOTARY PUBLIC
The state of the state of the state of
MY COMMISSION EXPIRES 8/5/07.

80% 222 m

8120818

SUBGREINATION AGREEMENT

And WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79/ DOCUMENT CONTROL DEPT. P.O. BOX 10266 VAN NUYS CALIFORNIA 91410-0266

LOAN #: 8530632

ESCROW/CLOSING#:

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUL SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY LAAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Eighteenth day of April, 2003, by Countrywide Home Loans, Inc. ("Subordinated Lienholder"), with a place of business at 4500 PATK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, Michelle Zietlow executed and

delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$22200.00 dated 05/25/2001, and recorded in Book Volume n/a, Page_n/a, as Instrument N. 0920038029, in the records of Cook County, State of IL, as security for a loan (the "Existing and Continuing Loan"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located (1926 Daniels Ct, Schaumburg, IL 60194 and further described on Exhibit "A," attached.

WHEREAS, Inchelle Zietlow ("Borrower") executed and delivered to Wells Fargo Home Mortgage, Inc., ("Lender"), a deed of must/mortgage in the sum of \$121000.00, which deed of trust/mortgage (the "New Security Instrument") is intended to be recorded herewith in the records of Cook County, State of IL as security for a loan (the "New Loan");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all limes a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Con in ing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and acconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties here's that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Learn shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the new securing the Existing and Continuing Loan.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood; and agreed as follows:

- (I) That the New Security Instrument, and any renewals or extensions thereof, shall anconditionally be and remain at all times a lien or charge on the property therein described, prior and support to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.

That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the sine relination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;
- (b) Lender making disbursements pulsular to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and
- (c) It intentionally and unconditionally waives, relinquing, and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or thatge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and short dination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAL A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Lorena/Castillo-Ruiz, Assistant Secretary

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)) ss.		
COUNTY OF VENTURA)		
On this day of day of Public, personally appeared Lorena Casti whose name(s) is/are subscribed to the he/she/they executed the same in his/her/t signature(s) on the instrument the person(executed the instrument.	illo-Ruiz, per within inst	ed caracity(ies), and that	ed to me that by his/her/their
WITNESS my hand and official seal. Melissa Ann Podany Notary Public - Commission No. 138335 Commission Expires: November 04, 2006	<u>u</u>	MELISSA ANN P Commission # I Natary Public - C Ventura Ca My Comm. Expires	1383357 { California \$ unty Nov 4, 2006 }
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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 008120818 UA STREET ADDRESS: 926 DANIELS COURT

CITY: SCHAUMBURG COUNTY: COOK

TAX NUMBER: 07-16-105-055-0000

LEGAL DESCRIPTION:

PARCEL 1:

THE WESTERLY 37.65 FEET, AS MEASURED PERPENDICULAR TO THE WESTERLY LINE OF LOT 53 IN COLONY LAKE CLUB, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MIRIDIAN, IN THE VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1977 AS DOCUMENT NUMBER 23954950 ALSO

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE LY LA SALLE NATIONAL BANK, A A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1976 AND KNOWN AS TRUST NUMBER 51691 DATED JANUARY 5, 1977 AND RECORDED MARCH 23, 1977 AS DOCUMENT NUMBER 23860589 AND AS AMERICAD BY DOCUMENT NUMBER 24060823 RECORDED OUNT COATS OFFICE AUGUST 16, 1977, IN COOK COUNTY, ILLINOIS

07-16-105-055

06/12/03