### **UNOFFICIAL COPY**

0320329082

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 07/22/2003 11:14 AM Pg: 1 of 4

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#### **SUBORDINATION AGREEMENT**

NOTICE: This subordination agreement result, 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 31 day of March 2003, 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").

# 4

#### RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, July 1, 2002 executed by Cindy Ogilvie (the "Debtor") which was recorded in the county of Cook, State of IL, as 0020840892 on August 1, 2002 (the "Subordinated Instrument") covering real property located in Rolling Meadows in the above-named county of Cook, State of IL, 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 \$166,250.

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

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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 Subording ed Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
- This Agreement is reade under the laws of the State of IL. 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 for 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 BANJ. West, N.A.

NOTICE: This subordination

agreement contains a provision which a lows 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: Heather Sheehan

Title: Assistant Vice President

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STATE OF IL)

) SS.

**COUNTY OF Cook)** 

The foregoing instrument was acknowledged before me this 31 day of March, 2003, by Heather Snechan of Wells Fargo Bank West, NA

(tark "ficer name and title)

(name of Wolls Fargo Bank) "OFFICEAL SEAL

WITNESS my hand and official seal.

My commission expires:

Coot County Clart's Office

ANDREA WEEKLEY

Andrea Whiley

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### TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000380682 SC STREET ADDRESS: 2511 HONEYSUCKLE LANE

CITY: ROLLING MEADOWS COUNTY: COOK COUNTY

TAX NUMBER: 02-27-408-036-0000

#### LEGAL DESCRIPTION:

THE EAST 23.21 FEET OF THE WEST 184.75 FEET (MEASURED AT RIGHT ANGLES) OF LOT TWENTY TWO IN MEADOWS EDGE UNIT 2-A, BEING A RESUBDIVISION OF ALL MEADOW EDGE UNIT 2, A SUBDIVISION IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NOTIFE RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO EL PY, Th. PROCESSAN COUNTY CLARKS OFFICE THE PLAT OF SAIL MADOW EDGE UNIT 2-A REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MARCH 5, 1975 AS DOCUMENT NUMBER 2797428, IN COOK COUNTY, ILLINOIS.