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Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 07/22/2003 07:19 AM Pg: 1 of 4

2042

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Space above line for recording purposes.

∑ 65465466358061998 ∞

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SUBORDINATION AGREEMENT

NOTICE: This subordination as eement 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

1/19

This Agreement is made wis 18th day of June 2003, by and between Wells Fargo Bank, N.A. a national bank with its head quarters located at 420 Montgomery Street, San Francisco, CA (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 March 10, 2003 executed by John W. Perkins and Elizabeth A. Lerkins, husband and wife (the "Debtor") which was recorded in the county of Cook, State of Illinois, as 0030411681 on March 27, 2003 (the "Subordinated Instrument") covering real property located in Arlington Heights in the above-named county of Cook, State of Minnesote, 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 \$379,000.

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

BOX 333-C79/27/01

0320333003 Page: 2 of 4

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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 Subordinated Instrument and indebtedness secured thereby, free and clear of all iens, 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 Lier. 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 rest property security to obtain a loan a portion of which may be expended for other purposes than improvement of the land

By: Cheryl Mackereth
Title: Asst. Vice-President

Preparcel By:
Cheryl Mackereth.
Ma, 1 To:
Wells Fargo Home MTG.
420 Montgomery St.
Fanfrancisco, CA

0320333003 Page: 3 of 4

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STATE OF Hennepin)

) SS.

COUNTY OF Minnesota)

The foregoing instrument was acknowledged before me this 18th day of June, 2003, by Cheryl Mackereth, Asst. Vice-President 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:

Notary Public

HOLLY L. HEDTKE
Notary Public
Minnesota
My Commission Expires Jan 31 2005

0320333003 Page: 4 of 4

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STREET ADDRESS: 841 S. BRISTOL LANE

CITY: ARLINGTON HEIGHTS COUNTY: COOK

TAX NUMBER: 03-32-423-005-0000

LEGAL DESCRIPTION:

LOT 12 IN SCARSDALE ESTATES, BEING A SUBDIVISION OF THE EAST (1/2) OF THE SOUTHWEST (1/4) AND THE WEST (1/2) OF THE SOUTHEAST (1/4) OF SECTION 32, TOWNSHIP 42 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 685.4 FEET THEREOF, ALSO EXCEPT THAT PART OF THE EAST 1/2 OF SAID SOUTHWEST 1/4 LYING WESTERLY OF THE CENTER LINE OF ARLINGTON HEIGHTS ROAD (CALLED STATE ROAD) AND SOUTH OF THE NORTH 685.4 FEET THEREOF) IN COOK COUNTY, ILLINOIS.