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Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 07/25/2003 08:00 AM Pg: 1 of 4

General Subordination Agreement

Space above line for recording purposes.

6546545530806020

SUBORDINATION AGREEMENT

NOTICE: This subordination a ree next 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 10th day of June, 2003 by and between Wells Fargo Bank

N.A. a national bank with its headquarters located at 420 Montgomery Street, San Francisco

California (herein called "Lien Holder"), and Wells Fargo Home Mortgage Inc. with its main office located in the State of Iowa (herein called the "Lender").

RECI7 ALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated <u>January</u> 13, <u>2003</u> executed by <u>Ricardo Perez and Brenda N. Perez</u> (the "Debtor") which was recorded in the county of <u>Cook</u>, State of <u>Illinios</u>, as <u>0030389705</u> or <u>March 21, 2003</u> (the "Subordinated Instrument") covering real property located in <u>Chirago</u> in the above-named county of <u>Cook</u>, State of <u>Illinios</u>, 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 \$240000.00.

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

BOX 333-CT

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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. I ien Holder warrants to Lender that Lien Holder presently owns the Sur or linated 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 <u>Illinios</u>. 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 A.g. eement 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: Mark A. McEntire

Title: Assistant Vice President

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STATE OF Missouri)

) SS.

COUNTY OF Saint Louis)

The foregoing instrument was acknowledged before me this day of , by Mark A. McEntire Assistant Vice President of Wells Fargo Bank (Bank officer name and title (Name of Wells Fargo Bank) 20

WITNESS my hand and official seal.

My commission expires:

J.F. PETERS
Notary Public – Notary Seal
STATE OF MISSOURI

St. Louis County
My commission expires September 24, 2004

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008147326 NA

STREET ADDRESS: 3531 N OSCEOLA

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 12-24-403-014-0000

LEGAL DESCRIPTION:

LOT 35, IN BLOCK 9, IN SAWIAK AND CO'S 1ST ADDITION TO ADDISON HEIGHTS, A SUBDIVISION OF PART OF LOT 2, IN THE ASSESSOR'S DIVISION OF THE EAST 1/2 OF A, DUNTY, OR COOK COUNTY CLOTH'S OFFICE FRACTIONAL SECTION 24, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COO' COUNTY, ILLINOIS

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06/17/03