



0322542028

Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 08/13/2003 07:29 AM Pg: 1 of 4

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Mortgage Subordination Agreement

0128565058

THIS AGREEMENT made this 21ST day of MAY, 2003 by  
WELLS FARGO BANK NV ("Subordinating Party"), whose address  
is 420 MONTGOMERY STREET, SAN FRANCISCO, CA and is  
being given to WELLS FARGO HOME MORTGAGE, INC.  
a CALIFORNIA corporation ("Lender").

Recitals

1. LENDER is making a mortgage loan (the "Loan") to:

BARRY A. AYNESSAZAIN

COLLEEN R. AYNESSAZAIN

("Borrower") in connection with the acquisition or refinancing of certain premises with a property  
address of 410 S. FAIRVIEW ST. PARK RIDGE, IL 60067  
which premises are more fully described in Exhibit A attached hereto and incorporated herein by  
reference ("Property").

2. Borrower is the present owner of the Property or will at the time of the making of the  
Loan be the owner of the Property, and has executed or is about to execute a Mortgage/Deed of  
Trust in the sum of \$ 560,000.00 dated MAY 23, 2003, in favor of the LENDER.

3. Subordinating Party is also making a mortgage loan to the Borrower in the amount of  
THREE HUNDRED THOUSAND AND NO/100

Dollars (\$ 300,000.00) in connection with the acquisition of the Property or now owns  
or holds an interest as mortgagee of the Property pursuant to the provisions of that certain  
Mortgage/Deed of Trust dated 02/04/2003, and recorded on 04/28/2003, at Mortgage  
Book 0, Page 0, as Document No. 0311803061 in the office of the  
Recorder, County of COOK, State of IL.

4. LENDER is willing to make such loan to Borrower provided that LENDER obtains a first lien  
on the Property and Subordinating Party unconditionally subordinates the lien of its Mortgage/Deed of  
Trust to the lien in favor of LENDER in the manner hereinafter described.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable  
consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party,  
and to induce LENDER to make a loan to Borrower, Subordinating Party hereby agrees with  
LENDER that the Mortgage/Deed of Trust securing the Note in favor of LENDER, and any renewals,  
extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to  
the lien in favor of Subordinating Party in the same manner as if LENDER's Mortgage/Deed of Trust  
has been executed and recorded prior in time to the execution and recordation of the Subordinating  
Party's Mortgage/Deed of Trust.

BOX 333-CT

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# UNOFFICIAL COPY

STREET ADDRESS: 410 S. FAIRVIEW ST

CITY: PARK RIDGE

COUNTY: COOK

TAX NUMBER: 09-35-217-023-0000

**LEGAL DESCRIPTION:**

LOTS 11 AND 12 IN BLOCK 3 IN DALE, GUSTIN & WALLACE ADDITION TO PARK RIDGE IN SECTION 36, TOWNSHP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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**Subordinating Party further agrees that:**

1. Subordinating Party will not exercise any foreclosure rights with respect to the Property, will not accept a deed in lieu of foreclosure, and will not exercise or enforce any right or remedy which may be available to Subordinating Party with respect to the property, without at least thirty (30) days' prior written notice to LENDER. All such notices shall be sent to:

**WELLS FARGO HOME MORTGAGE, INC.  
P. O. BOX 4148  
FREDERICK, MD 21705 4148**

2. Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage/Deed of Trust including, without limitation, additional debt created by any shared appreciation or negative amortization provisions of the Subordinating Party's Mortgage/Deed of Trust (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination Agreement. The Mortgage/Deed of Trust securing the Note in favor of LENDER, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for Future Advances.

3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by LENDER and its successors and assigns. Subordinating Party waives notice of LENDER's acceptance of this Agreement.

EM004L 02/14/02

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

WITNESS: WELLS FARGO BANK NV  
 Subordinating Party  
 By: Mark A. McEntire  
 (Signature)  
 Its: \_\_\_\_\_  
 (Title)

STATE OF Missouri  
 COUNTY OF St. Louis ) SS.

On this 21st day of May, 2003, before me, the undersigned, a Notary Public in and for said county, personally appeared to me Mark A. McEntire personally known, who being duly sworn, did say that he/she is Asst. Vice President of Wells Fargo and that foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

My commission expires April 25, 2004  
 \_\_\_\_\_  
 Notary Public

EM004L 02/14/02

**LATISHA JOHNSON**  
 Notary Public - Notary Seal  
 STATE OF MISSOURI  
 St. Louis County  
 My Commission Expires: Apr. 25, 2004