## **UNOFFICIAL COPY**



Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 08/18/2003 03:52 PM Pg: 1 of 4

Space above line for recording purposes.

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#### SUBORDINATION AGREEMENT

NOTICE: This subordination agreement 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 IST AMERICAN TITLE order #502025

This Agreement is made this 21st day of July 2003, by and between Wells Fargo Bank N.A. a national bank with its headquarters located at 420 Montgomery St., 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 November 19, 1997 executed by Jo Ann E. Christiansen (the "Deptor") which was recorded in the county of Cook, State of IL, as 0021422584 on 11/01/1997 (the "Superdinated Instrument") covering real property located in Hoffman Estates in the above-named county of Cook, State of Illinois, as more particularly described in the Subordinated Instrument (the "Freperty").

0323004391

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 \$134,000.

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

JÆ

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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 21 liens, 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 L en Holder and the successors and assigns of Lien Holder, and shall inure to the oe lefit of, and shall be enforceable by, Lender and its successors and assigns. Nather 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 FARCO PANK N.A.

NOTICE: This

subordination agreement confains a provision which allows the person obligated on your real supporty security to obtain a loan a portion of which may be expended for other purposes than improvement of the laid

By: Dolores Latz

Title: Assistant Vice President

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# **UNOFFICIAL COPY**

STATE OF Illinois)

) SS.

COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 2/ day of fully, 2003, by of Wells Fargo Bank

(bank officer name and title)

(name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires:

Notary Public

CRYSTAL STUCKWISCH
NOTARY TUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/17/2005

Legal Description: Lot 41 in Block 1 in Cipri Addition to Westbury, being a Subdivision of part of the Northeast 1/4 of Section 24, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index #'s: 01-24-207-041-0000 Vol. 0001

Property Address: 1520 North Shorewood Drive, Hoffman Estates, Illinois 60195

Slock 1 in Cipri Addition to Westb.
rth, Range 9, East of the Third Princip.

24-207-041-0000 Vol. 0001

J North Shorewood Drive, Hoffman Estates, Illinois 6019.

Mail to Preparally
Wells Furgo Home Mortz que Ins
11 00 E Would Field Road #430

Exhwmby, I ( 6017 3