## **UNOFFICIAL COPY**



Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 08/19/2003 09:20 AM Pg: 1 of 4

Space above line for recording purposes.

#0323/02/01

65465431841290001

#### SUBORDINATION AGREEMENT

NOTICE: This Subordination as rement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security in strument

This Agreement is made this 19 day of July 2003, by and between Wells Fargo Bank West, N.A. a national bank with its head warters 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").

### RECITALS

Lien Holder is the beneficiary/mortgagee under a decid of trust/mortgage, dated April 16, 2003 executed by Robert A. Keeley and June A. Keeley (the "Deptor") which was recorded in the county of **DuPage**, State of **IL**, as R2003-144922 on April 16,2003 (the "Subordinated Instrument") covering real property located in **Wheaton** in the above named county of **DuPage**, 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 \$322,700.00

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

PREPARED BY

MAIL TO: WELLS FARGO BANK, NA, 1740 BROADWAY, DENVER, COLORADO

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9/27/01

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## **UNOFFICIAL COPY**

STATE OF IL)

) SS.

COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 30 day of June, 2003, by Dolores Latz of Wells Fargo Bank West, NA

(unnk officer name and title)

(name of Wells Fargo Bank)

WITNESS inv hand and official seal.

My commission expires: 3-1-2006

OFFICIAL SEAL

DONNA M. DEL FAVERU

MOTARY PUBLIC, STATE OF ILLINOIS 3

MY COMMISSION EXPIRES 3-1-2006

MMb.
54nnin Clarks Office

9/27/01

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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 icos, security interests and encumbrances.
- 3. This Agreement is made 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 Pebtor 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 West, N.A.

NOTICE:

This

subordination agreement contrins a provision which allows the person obligated on your reli property security to obtain a Joan 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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# **UNOFFICIAL COPY**

LEGAL DESCRIPTION - EXHIBIT A

Legal Description: LOT 208 IN GLENRIDGE MEADOWS, BEING A SUBDIVISION IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index #'s: 04-20-107-008-0000 Vol. 0132

Property Address: 2734 Aspen Court, Glenview, Illinois 60025

Property of Cook County Clerk's Office