UNOFFICIAL COPY

General Subordination Agreer

Prepared by & when recorded mail to:
Sharon Twining
Wells Fargo Home Mortgage
3601 Minnesota Dr. X4701-024
Bloomington, MN 55435



Doc#: 0325804230 Eugene "Gene" Moore Fee: \$54.00 Cook County Recorder of Deeds Date: 09/15/2003 03:21 PM Pg: 1 of 4

Space above une for recording purposes.

4514514586290<u>00</u>

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

This Agreement is made his 13th day of January, 2003 by and between Wells Fargo Bank West, N.A. a national bank with its headquarters located at 1740 Broadway, Denver, CO (herein called "Lien Holder"), and with its main office located in the State of Colorado (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated <u>March</u>, <u>2001</u> executed by <u>Terence V Williams and Marilyn G V./itiams</u> (the "Debtor") which was recorded in the county of <u>Cook County</u>, State of <u>Illinois</u>, as <u>on</u> (the "Subordinated Instrument") covering real property located in <u>Chicago</u> in the above-named county of <u>Cook County</u>, State of <u>Illinois</u>, as more particularly described in the Subordinated Instrument (the "Property").

1st AMERICAN TITLE order # 326206

PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)

Property Address: 75 East 89th Place, Chicago, IL 50619
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

\$ 220,000.

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

0325804230 Page: 2 of 4

UNOFFICIAL COPY

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 an Inches, security interests and encumbrances.
- 3. This Agreement is made under the laws of the State of <u>Illinois</u>. It cannot be waived or enanged, 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 Agreement is executed on the day and year first above stated.

WELLS FARCO BANK West, N.A.

NOTICE: This

subordination agreement contains a provision which allows the person obligated on your cal property security to obtain a loan a portion of which may be expended for other purposes than improvement of the land

By: <u>Lori M. Heggen</u>

Title: Assistant Vice-President

0325804230 Page: 3 of 4

UNOFFICIAL COPY

STATE OF Missouri)

) SS.

COUNTY OF St. Louis)

The foregoing instrument was acknowledged before me this 13th day of January, 2003, byLori M. Heggen, Assistant Vice-President of Wells Fargo Bank.

(Bank officer name and title)

(Name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires:

Allyson Foley Notary Public

Cutous County
My Countriesion Expires
August 1.2. 2005

0325804230 Page: 4 of 4

326206

Parcel 1:

Lot 80 in the Chatham Club, being a subdivision in the Southwest Quarter of the Northwest Quarter of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded September 25, 1998 as document 98860318 in Cook County, Illinois.

Parcel 2:

Easements for ingress and egress for the benefit of Parcel 1 aforesaid, as set forth in the Declaration of Easements, Restrictions and Covenants for the Chatham Club Homeowners Association recorded December 11, 1998 as document 08128989.

P.I.N. # 25-03-130-080-0000 v.0282

Addre Cook County Clerk's Office Property Address: 75 E. 89th Pl. Chicago, IL 60619