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Doc#: 0330741090
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 11/03/2003 01:41 PM Pg: 1 of 6

Property of Cook County Clerks Office

SUBORDINATION AGREEMENT

Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Red Hill Ave.
Santa Ana, CA 92705
800-756-3524 Ext. 5011
CRS# 275793
Loan#
APN# 06-34-413-056

This Instrument Prepared By:

DONNA M. WEIR, Loan Officer
American Charged Bank

111 E. Rand Rd,
MT. PROSPECT, IL 60056

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RECORDING REQUESTED BY
Fidelity National Lenders Solution
2550 North Redhill Ave.
Santa Ana, CA 92753

AND WHEN RECORDED MAIL TO DP
NAME Fidelity National Lenders Solution
ADDRESS 2550 North Redhill Ave.
CITY Santa Ana
STATE & ZIP CA 92753

SUBORDINATION AGREEMENT

APN: 06-34-413-056

This Subordination Agreement is dated for reference 07/22/2003 and is between

AMERICAN CHARGERED BANK whose

principal address is 111 E RAND RD., MT PROSPECT, IL 60056

(called "Junior Lender") and

New Senior Lender's

Name : Wells Fargo

Senior Lender's

Address : WELLS FARGO HOME MORTGAGE, INC. P.O. BOX 5137, DES MOINES, IA 503065137

(called "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument : 07/05/2001

Borrower(s) Name(s) ("Borrowers") : JAMES T. OLSTA AND JULIA M. OLSTA

Property Address : 371 S HICKORY AVE BARTLETT, IL 60103-418

Legal Description of real property secured by Security Instrument ("Property") :

Recording Data on Security Instrument : Place : 07/18/2001

Recording Number : 0010638789 Book : _____ Page : _____

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New

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Senior Lender in the original principal sum of \$ 36059.00

(the "New Senior Security Instrument"). **Recorded on 09/23/2003,
Instrument # 0326645140,**

New Senior Lender will financing not provide this without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender .

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1.Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2.No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3.No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4.Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5.Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6.Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7.Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

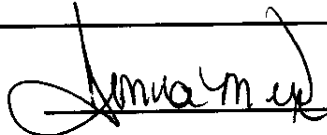
8.Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

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NEW SENIOR LENDER : Wells Fargo

JUNIOR LENDER : AMERICAN CHARGED BANK

BY: 
LOAN OFFICER

BY: DONNA, M. WEIR, LOAN OFFICER OF American charged Bank

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(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Illinois
COUNTY OF Kane

ON July 28, 2003 before me, Donna M Weir personally appeared

Personally know to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to me within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Alanna M Ribando



ALANNA M RIBANDO, Notary Public 11-5-05

STATE OF _____
COUNTY OF _____

ON _____ before me, _____ personally appeared

Personally know to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to me within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____

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Exhibit "A"

Loan Number : 3829403572 801 D5A

Borrower : OLSTA, JAMES

ALL THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS KNOWN AND DESCRIBED AS FOLLOWS, TO WIT:

LOT 29 IN HERITAGE OAKS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 SECTION OF 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 06-34-413-050

Property of Cook County Clerk's Office