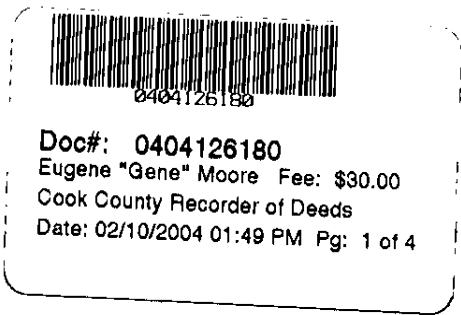
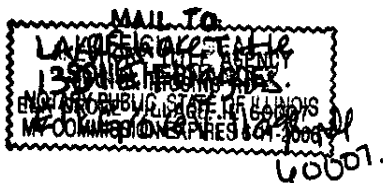


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FILE# 03120906

DIN# 13-12-415-006

Space above line for recording purposes.

Account Number 9240597

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

4

This Agreement is made this 5th day of January, 2004, by Wells Fargo Bank West, N.A. a national bank with its headquarters located at San Francisco, California (herein called "Lien Holder"), for the benefit of Central States Mortgage/Illinois, LLC. with its main office located in the State of Illinois (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated November 14th, 2001 executed by Michael J. Bauer and Kristina M. Bauer, Husband and Wife (the "Debtor") which was recorded in the county of Cook, State of Illinois, as Document No. 0011151733 on December 6, 2001 (the "Subordinated Instrument") covering real property located in Chicago in the above-named county of Cook, State of Illinois, 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 \$333,700.00.

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

Recorded by
Chicago Abstract, Inc.

UNOFFICIAL COPY

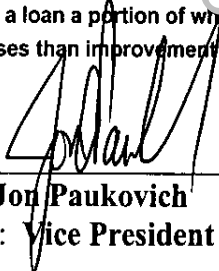
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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 all 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 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 Fargo Bank West, N.A.

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


By: **Jon Paukovich**
Title: **Vice President**

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STATE OF COLORADO)
) SS.
COUNTY OF EL PASO)

On this 5TH day of January, 2004, Before me
Barbara N. Johnes, Notary Public, personally appeared
Jon Paukovich as Vice President of Wells Fargo Bank West, N.A.

- personally known to me
- proved to me on the basis of satisfactory evidence

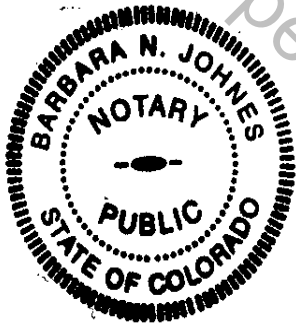
To be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,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

WITNESS my hand and official seal,

Barbara N. Johnes
Signature of Notary Public

My Commission Expires 04-30-07

My commission expires: _____



Property of Cook County Clerk's Office

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LOT 17 IN CHARLES TOELLE'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF LOTS 32 TO 36, INCLUSIVE, IN BOWMANVILLE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

NOTE FOR INFORMATION:

CKA: 2563 W. ARGYLE, CHICAGO, IL 60625

PIN# 13-12-415-006

Property of Cook County Clerk's Office