# 2405526176

Doc#: 0405526176
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 02/24/2004 12:42 PM Pg: 1 of 4

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SUBORDINATION AGREEMENT

NOTICE: This subordination og eement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security is to amount the security in the security in the security in the security is the security in the security in the security in the security is the security in the security in the security in the security is the security in the security in the security in the security is the security in the security in the security in the security is the security in the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security is the security in the security in the security is security in the security in the security in the security is security in the security in the security in the security is security in the security in th

**UNOFFICIAL COP** 

This Agreement is made this 10<sup>th</sup> day of February, 2004, by and between Wells Fargo Bank, N.A. (Home Equity Charter Eack) a national bank with its headquarters located at 420 Montgomery Street, San Francisco, CA derein called "Lien Holder"), and Wells Fargo Home Mortgage, Inc., with its main office located at 1 nome Campus Des Moines, IA 50328 in the State of Iowa (herein called the "Lender").

#### **RECITALS**

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated May 23, 2003, executed by Neal M. Houseworth and Amy M. Houseworth, husband and wife, (the "Debtor") which was recorded in the county of Cook, State of Direis, as Document No. 0316242490 on June 11, 2003 (the "Subordinated Instrument") covering real property located in Evanston, 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 \$320,000.00.

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

NETCO 415 N. LASALLE CHICAGO, IL 60610

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### **UNOFFICIAL COPY**

STATE OF Michigan)
SS.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 2004, by Christine Leach, Assistant Vice President of Wells Fargo Bank N.A (bank officer name and title) (name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires:

Shari L. Hickman Notary Public

The instrument was prepared by Stephanie Treat Wells Fargo Home Mortgage, Inc. 1000 W. Maple Suite 101 Troy, MI 48084 SHARI L. HICKMAN
Notary Public, Oakland County, Mi
My Commission Expires Dec 2, 2004

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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 Svio rdinated Instrument and indebtedness secured thereby, free and clear of all Jiens, security interests and encumbrances.
  - 3. This Agreement is made under the laws of the State of Michigan. 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, N.A.

NOTICE: This

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

Witnesses:

7 D. 1.

By. Christine Leach

Title: Assistant Vice President

Stephanie Treat

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## **UNOFFICIAL COPY**

Appendix A

LOTS 7 AND 8 IN BLOCK 2 IN OAKTON SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 536 WESLEY AVE., EVANSTON, IL 60202

PARCEL NUMBER: 10-24-422-040

Property of Cook County Clerk's Office