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Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 03/05/2004 11:15 AM Pg: 1 of 6

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CRS#: 378387

APN: 13-23-224-006-0000

## SUBORDINATION AGREEMENT

Prepared by:  
Ann OIE  
First America Bank, FSR  
1800 Centre Point Cir #104  
Naperville, IL 60566

Property of Cook County Clerk's Office

5/4/04  
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**RECORDING REQUESTED BY**  
Fidelity National Lenders Solution  
2550 North Redhill Ave.  
Santa Ana, CA 92753

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

## SUBORDINATION AGREEMENT

6029641339

This Subordination Agreement is dated for reference 11/14/2003 and is between

MID AMERICA BANK, FSB whose

principal address is 1804 Centre Point Cir. #104 Naperville, IL 60566

(called "Junior Lender") and

New Senior Lender's  
Name : Wells Fargo Home Mortgage, Inc.

Senior Lender's  
Address : 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 : ~~03/13/2001~~ 8/25/03

Borrower(s) Name(s) ("Borrowers") : CARLOS CRUZ AND LISETTE CRUZ

Property Address : 3743 N SPAULDING AVE CHICAGO, IL 60618-411

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

Recording Date : ~~06/11/2002~~ 9/15/03 County : COOK

Recording Number : ~~0020051981~~ 03 25 846092 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 \$ 69255.00

(the "New Senior Security Instrument"). *Inst: 0326145044 Recorded  
7/22/03 in Clark County*

New Senior Lender will not provide this financing 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 in 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.

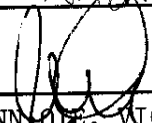
New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

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NEW SENIOR LENDER : Wells Fargo

JUNIOR LENDER : MID AMERICA BANK, FSB

Mid America Bank, FSB

BY: 

ANN OPE, VICE PRESIDENT

BY: 

MARGARET STANISH, ASST. SEC.

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STATE OF ILLINOIS

COUNTY OF DUPAGE

On DECEMBER 4, 2003 before

Me, ANNE PRAZAK, Notary

Personally Appeared ANN OIE, VICE PRESIDENT AND MARGARET STANISH, ASST. SECRETARY

*For Miss America Bank, FSB*

Personally known to me (or 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.

*Anne Prazak*

Signature of Notary Public

Anne Prazak

(This area for notarial seal)



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## Legal Description

### Exhibit "A"

Loan Number : 3046921951 801 D6B

Borrower : Carlos A. Cruz And Lisette Cruz

THE FOLLOWING DESCRIBED REAL ESTATE IN THE COUNTY OF COOK, STATE OF ILLINOIS, TO WIT:

LOT 6 AND THE NORTH 7.5 FEET OF LOT 1 IN JAMES PEASE'S THIRD IRVING PARK BLVD. ADDITION, A SUBDIVISION OF THE WEST PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 13-23-224-006-0000

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