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Doc#: 0411701267

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 04/26/2004 10:40 AM Pg: 1 of 4

Space above line to recording purposes.

6546545937191199

SUBORDINATION AGREEMENT

NOTICE: This Subordination igreement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later sect rity instrument

This Agreement is made this 29 h day of March 2004, by and between Wells Fargo Bank NV a national bank with its headquarters located at 420 Montgomery Street, San Francisco, California (herein called "Lien Holder") and Wells Fargo Home Mortgage, Inc., with its main office located in the State of Iowa (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a dead of trust/mortgage, dated January 22nd, 2003 executed by Wendy S. Shum (the "Debtor") which was recorded in the county of Cook, State of Illinois, as 0335306126 on December 19th, 2003 (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 \$184,000.

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

FIRST AMERICAN TITLE order # 76 948 8

0411701267 Page: 2 of 4

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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 Subordinated Instrument and indebtedness secured thereby, free and clear of all lies, 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 Lier Folder and the successors and assigns of Lien Holder, and shall inure to the bine fit 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 NV

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: Lori McDonald Will McArnald

Title: Assistant Vice President

0411701267 Page: 3 of 4

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STATE OF Iowa)

) SS.

COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 29th day of March, 2004, by Lori McDonald of Wells Fargo Bank NV.

WITNESS my hand and official seal.

My commission expires:

Commission Number 716187

Oxcook Colling Clarks
420 PREPARED BY: 4 MICHELLE MCBRIDE MAIL TO AFTER RECORDING: WELLS FARGO BANK, 420 Montgomery Street San Francisco, CA

0411701267 Page: 4 of 4

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LEGAL DESCRIPTION - EXHIBIT A

Legal Description: PARCEL 1:

UNIT 503 AND PARKING P-SB IN THE 1001 MADISON CONDOMINIUM AS DEPICTED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 (EXCEPT THAT SPACE BELOW CERTAI HORIZONTAL PLANE LYING ABOVE 61.63 FEET ABOVE CITY CHICAGO DATUM) IN EDWARD K. ROGERS SUBDIVISION OF BLOCK 1 OF CANAL TRUSTEE?S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF BLOCK S OF DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, AFORESAID IN COOK COUNTY, ILLINOIS AS DESCRIBED IN AND WHICH SURVEY IS ATTACHED TO THE FIRST AMENDMENT OF THE DECLARATION OF CONDOMINIUM RECORDED ON OCTOBER 31, 2002 AS DOCUMENT NUMBER 0021203523, SAID AMENDMENT RECORDED JANUARY 24, 2003 AS DOCUMENT 0030112764 AND AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EXCLUSIVE RIGHT TO USE STORAGE SPACE S-63, A LIMITED COMMON ELEMENT ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0021203593, IN COOK COUNTY, ILLINOIS

Permanent Index #'s: 17-17-203-027 0000 Vol. 591

Property Address: 1007 W. Madison Ln. #503, Chicago, Illinois 60607