## **UNOFFICIAL COPY**



Doc#: 0412410056 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 05/03/2004 10:13 AM Pg: 1 of 4

NTA 94-3976 Space above line by recording purposes.

4514513983122000

#### SUBORDINATION AGREEMENT

NOTICE: This Subordination a rement 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

This Agreement is made this 7th day of April 2004, by and between Wells Fargo Bank NV a national bank with its headquarte's located at 1740 Broadway, Denver Colorado (herein called "Lien Holder"), and Wells Fargo Home Mortgage, Inc., with its main office located in the State of Iowa (herein called the "Lender").

#### RECICALS.

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated December 12, 2000 executed by Richard J Groessl and Mary Jo M. Groessl (the "Debtor") which was recorded in the county of Cook, State of Illinois, as 0021240 '39 on January 9,2001 (the "Subordinated Instrument") covering real property located in Park Ridge 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 \$294,000.00.

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

(k)

0412410056 Page: 2 of 4

## **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 ligus, 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 PANK 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 any ended for other purposes than improvement of the land

By: Susan Robles

Title: Assistant Vice President

NATIONS THE CONTRACT OF A SECOND AND A SECOND AND A SECOND AND A SECOND AND A SECOND ASSECTION AND A SECOND ASSECTION ASSECTIO

0412410056 Page: 3 of 4

# **UNOFFICIAL COPY**

STATE OF Iowa)

) SS.

**COUNTY OF Polk)** 

The foregoing instrument was acknowledged before me this 7 day of April, 2004, by Susan Robles of Wells Fargo Bank NV.

(bank officer name and title)

(name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires:

is my ha.

Amission expires.

U. 23.05

NATIONS TITLE AGENCS 246 E. JANATA DE LOMBARD, L. LOSS

0412410056 Page: 4 of 4

## UNOFFICIPAL DISCORPOR

LOTS 8 AND 9 IN HANSON'S SUBDIVISION OF BOOK 5 OF SHANNON AND CANFIELDS SUBDIVISION IN PARK RIDGE, BEING A SUBDIVISON OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GBD.

E, BEING
N 35, TOWN.

TTY, ILLINOIS.

OF COUNTY

OF COUNTY