Space above line for recording purposes.

Doc#: 0414105097

Eugene "Gene" Moore Fee: \$54.00 Cook County Recorder of Deeds

Date: 05/20/2004 10:18 AM Pg: 1 of 4

0041346057

FIRST AMERICAN TITLE

SUBORDINATION AGREEMENT

ORDER # 776197

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

This Agreement is made this 27th day of April 2004, by and between Wells Fargo Bank N. A., a national bank with its headquarters located at 420 Montgomery Street, San Francisco, CA, (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

0414105096

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated May 7, 2003 executed by Therese A Mckinzie Trust DTD May 7, 2003 (the "Debtor") which was recorded in the county of Cook, State of IL, as 0312740046 on May 7, 2003 (the "Subordinated Instrument") covering real property located in Wheaton in the abovenamed county of Cook, State of IL, as more particularly described in the Subordinated Instrument (the "Property").

4pm

PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)

Lender will make a loan to the Debtor secured by a dead 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 \$188,800.00.

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

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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 liers, 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 A greement is executed on the day and year first above stated.

WELLS FARG) BANK, 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: Dolores Latz

Title: Assistant Vice President

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STATE OF Illinois)

) SS.

COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 13th day of April, 2004, byDolores Latz of Wells Fargo Bank Illinois N. A..

Cank officer name and title)

WITNESS my hand and official seal.

My commission expires: 10/23/2006

(name of Wells Fargo Bank)

OFFICIAL SEAL
JACOB K. GEORGE
NOTARY PUBLIC, STATE OF ILLINOIS

Jacob K. George Notary Public

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LEGAL DESCRIPTION - EXHIBIT A

Legal Description: LOT 29 IN SOUTH RIDGELAND IN THE SOUTHEAST QUARTER (1/4) OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 16-18-427-023-0000 Vol. 0145

Property Address: 1159 South Gunderson Avenue, Oak Park, Illinois 60304

Property of Cook County Clark's Office