

# UNOFFICIAL COPY



Doc#: 0415405056  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 08/02/2004 10:33 AM Pg: 1 of 4

Space above line for recording purposes.

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## SUBORDINATION AGREEMENT

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 5th day of May 2004, by and between **WELLS FARGO BANK NV** a national bank with its Headquarters located at 420 Montgomery Street Sanfransisco, 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

FIRST AMERICAN TITLE  
ORDER # 789585

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated **January 8th, 2004** executed by **Gary J. Weintraub and Laurer F. Comander**, as joint tenants (the "Debtor") which was recorded in the county of **Cook, State of Illinois**, as **0400847281** on **January 8th, 2004** (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").

0415405055

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 **\$348,000.00**.

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

9/27/01

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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:

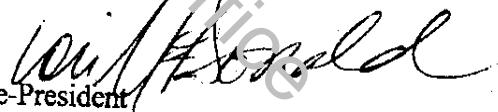
1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal 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 liens, 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 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  
Title: Assistant Vice-President



9/27/01



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**ALTA Commitment  
Schedule C**

**File No.:** 789585

**Legal Description:**

UNIT 204 AND G8 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 707 WEST BARRY AVENUE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT #0326819153 IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office