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Doc#: 0417426285  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 06/22/2004 03:37 PM Pg: 1 of 4

## General Subordination Agreement

First American Title  
Order # 780037

Space above line for recording purposes.

6546540153125000

### 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 7th day of May, 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 with its main office located in the State of Iowa (herein called the "Lender").

### RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated December 4, 2003 executed by John C. Elser and Denise M. Elser, husband and wife (the "Debtor") which was recorded in the county of Cook, State of Illinois, as document number 0333842115 on December 4, 2003 (the "Subordinated Instrument") covering real property located in Burr Ridge in the above-named county of Du Page, 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 \$ 1,000,000.00.

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

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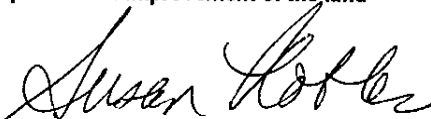
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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 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: Susan Robles  
Title: Vice President


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STATE OF IOWA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2004, by Susan Robles of Wells Fargo Bank N.A.

WITNESS my hand and official seal.

My commission expires: March 12, 2007

  
Karin E. Tyson  
Notary Public



Prepared RU + Mail TO  
Wells Fargo  
3601 Minnesota Drive  
Bloomington, MN  
55435

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LEGAL DESCRIPTION - EXHIBIT A

Legal Description: Lot 24 in Highland Fields, a Subdivision of part of the Southwest Quarter of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian and part of the Northwest Quarter of Section 6, Township 38 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index #'s: 18-31-306-024-0000 Vol. 0084

Property Address: 8522 Johnston Road, Burr Ridge, Illinois 60527

Property of Cook County Clerk's Office