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Doc#: 0417705303
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 06/25/2004 03:47 PM Pg: 1 of 5

Mail to:
Mid America Title Co.

BOX 158

1 of 1

0417705303

Property of Cook County Clerk's Office

**RECORDING
COVER SHEET**

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Wells Fargo Bank Loan #65465491410731998

SUBORDINATION AGREEMENT

NOTICE: This subordination agreement results in your security interest in the property becoming subject to an of lower priority than the lien of some other or later security instrument.

This Agreement is made this 26th day of April and between Wells Fargo Bank 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

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, July 23st 2003 executed by Jeffrey J. Zeiger and Elizabeth Marotte (the "Debtor") which was recorded in the county of Cook, State of Illinois, as Document 0322604195 on August 14 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 \$300,000.00. *

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

* rcc 5327-04 as Doc 0414861026

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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

Barbara Emond

By: Barbara Emond
Title: Assistant Vice President

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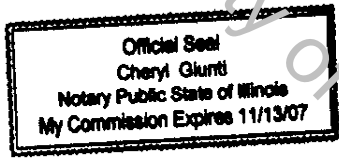
STATE OF Illinois)
COUNTY OF *Cook*) SS.

The foregoing instrument was acknowledged before me this 26th day of April, 2004, by Barbara Emond, Assistant Vice President of Wells Fargo Bank N.A.
(bank officer name and title) (name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires.

Cheryl Glunt
Notary Public



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“Exhibit A”

Legal Description

PARCEL 1: UNIT 3 IN THE 2111 KENMORE CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 25 IN SUB-BLOCK 2 IN JAMES MORGAN'S SUBDIVISION OF THE EAST HALF OF BLOCK 10, IN SHEFFIELD'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 91414051 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF S-3, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT 91414051.

PERMANENT INDEX NO. (S) : 14-32-216-048-1003

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