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Doc#: 0423612124 Eugene "Gene" Moore Fee: \$34.50 Cook County Recorder of Deeds Date: 08/23/2004 02:27 PM Pg: 1 of 6

Recording requested by: LSI When recorded return to: Custom Pecording Solutions 2550 N Red Hill Ave. Santa Ana, CA 92705 800-756-3524 ext. 5011

CRS#: 16621

APN: 07-23-106 016

RDI.
County Clert's Office SUBORDINATION AGREEMENT

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RECORDING REQUESTED BY-Eidolity National Lenders Solution

.2550 North Redhill Av e. S anta Ana.CA 92705
AND WHF. G. ECORDED MAIL TO NAME — Fidelity National Lenders Solution ADDRESS — 2550 North Redhill Ave. CITY — Santa Ana. STATE & ZIP — 3A 92705. CLS 10021 AND 01-22-100-21 SUBORDINATION AGREEMENT CLS 10838944
This Subordination Agreement is dated for reference 04/13/2004 and is between
MOTOROLA EMPLOYEES CREDIT UNION whose
principal address is 1205 E Algonquin Rd., Schaumburg, IL 60196
(called "Junior Lender") and
New Senior Lender's Name : WELLS FARGO HOME MORTGAGF, INC
Senior Lender's Address: P.O. BOX 5137 DES MOINES, IA - 50306-5137
(called "New Senior Lender")
RECITALS
A.Junior Lender is the vested holder and owner of the following described promissory rote (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"): Date of Note and Security Instrument: 09/10/2002
Borrower(s) Name(s) ("Borrowers") : HEATHER E. ARONSON MARRIED TO ROBERT K. ARONSON
Property Address: 143 CHATSWORTH CIR SCHAUMBURG, IL 60194-0000
Legal Description of real property secured by Security Instrument ("Property"):
Recording Date: 09/27/2002 County: COOK
Recording Number: _0021849075
B.Borrowers,as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New

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Senior Lender in the original principal sum of \$ 113171.00

(the "New Senior Security Instrument"). Recorded 6/13/03 Instrument No. 03/16/434073

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1. Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate ir. all respects to the lien/security interest of Senior Morgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions or the New Senior Security Instrument and the terms of the obligations it secures.

2.No Subordination to other Matters.

Junior Lender is subordinating, its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3.No Waiver of Notice.

By subordinating its lien/security instrument, unior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4. Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5. Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6.Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7.Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Serico Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8.Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

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NEW SENIOR LENDER:

WELLS FARGO HOME MORTGAGE, INC

JUNIOR LENDER:

MOTOROLA EMPLOYEES CREDIT UNION

BY:

Whildy, Catherine M. Ruddy, Loan Officer

BY:

Tonja Pilafas, Loan Officer Toperty of Cook County Clerk's Office

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STATE OF ILLINOIS
COUNTY OF COOK
On 4/16/04 before
Me, <u>Darlene</u> J. Delia
Personally Appeared <u>Catherine M. Ruddy, Loan Officer & Tonja Pilatas, Loan Officer</u> Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within it.
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
Darlene J Delia, Notary Darlene J Delia, Notary
OFFICIAL SEAL DARLENE J DELIA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:01/24/06 (This area for notarial seal)
Prepared By: Catherine M. Ruddy Motorola Employees Credit Union 1205 E. Algonquin Rd Schaumburg, IL 60196

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Legal Description Exhibit "A"

Loan Number: 708-0015838940

Borrower: MITCHELL, HEATHER

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN COOK COUNTY, ILLINOIS:

LOT 96 IN ASHTON PARK, BEING A SUEDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 22 AND PART OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD DE CIERTS OFFICE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS

APN: 07-23-106-016