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AFFIDAVIT FOR CERTIFICATION BY PARTY NOT ON ORIGINAL DOCUMENT

Doc#: 0426126069
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 09/17/2004 11:13 AM Pg: 1 of 5

STATE OF ILLINOIS	FIRST AMERICAN TITLE
COUNTY) ss. ORDER # 15 00 15
1, (print rame) LUISS	DEFIGURE being duly sworn, state that I have access to
	cument(s) (state type(s) of documents)
0/2	Subordination Agreement
as executed by (name(s) of pa	ity(ies) Doloves Juty
	C
My relationship to the docume	ent is (ex fitle Company, agent, attorney)
- Title	Company
party needing to record same.	ginal of this document is lost, or not in possession of the To the best of my knowledge the original document was in any manner disposed of for the purpose of introducing a ginal.
Affiant has personal knowledge	e that the foregoing statements are true
Willoud	9.9.04
Signature	Date
Subscribed and sworn to before	me this Hay of dept 1992001.
Nawn McMille	, 1
Notary Public	SEAL
	CIAL SEAL"

Notary Public. State of Illinois My Commission Exp. 03/25/2007

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Space above line for recording purposes.

SUBORDINATION AGREEMENT

NOTICE: This subor distration agreement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or sat a security instrument

This Agreement is niede this 3rd day of May, 2004, by and between Wells Fargo Bank Illinois, N.A. a national bank with its headquarters located at 200 E. Main St. Galesburg, IL (herein called "Lien Holder"), and Wells Fargo Home Mortgage, Inc., with its main office located in the State of Iowa (herein called the "Lender").

R'ECITALS

FIRST AMERICAN TITLE
ORDER # 15009

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated January 8, 2004 executed by Wells Fargo Bank Illinios, N.A. (the "Debtor") which was recorded in the county of Cook, State of Illinois, as document number 2400847278, on January 8, 2004, (the "Subordinated Instrument") covering real property located in Chicago, Illinois in the abovenamed 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 \$352,000.00.

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 FARCO LANK ILLINOIS, N.A.

NOTICE:

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 3rd day of May, 2004, by Dolores Latz of Wells Fargo Bank Illinois, N.A.

(bank officer name and title)

(name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires: 9/10/2009

'OFFICIAL SEAL' expires:

Or Coot County Clark's Office Debbie A. Palucki Illie A. Paluedo.

9/27/01

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UNOFFICIAL COPY LEGAL DESCRIPTION - EXHIBIT A

Legal Description: UNIT 304 and G3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 707 WEST BARRY CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0326819153 IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 14-28-107-071-1001 Vol. 486

Property Address: 707 West Barry, Unit 304 and G-3, Chicago, Illinois 60657

