



Doc#: 0508118088
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 03/22/2005 12:02 PM Pg: 1 of 4

General Subordination Agreement

Nations 05-1362

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 11 day of March, 2005 by and between **Wells Fargo Bank N.A.** a national bank (herein called "Lien Holder"), and **Wells Fargo Bank N.A.**, a national bank (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated September, 9, 2004 executed by Darin Pondel and Maria C. Pondel (the "Debtor") which was recorded in the county of Cook, State of Illinois, as 0425814235 on September 14, 2004 (the "Subordinated Instrument") covering real property located in Arlington Heights 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 \$ 220,750.00.

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

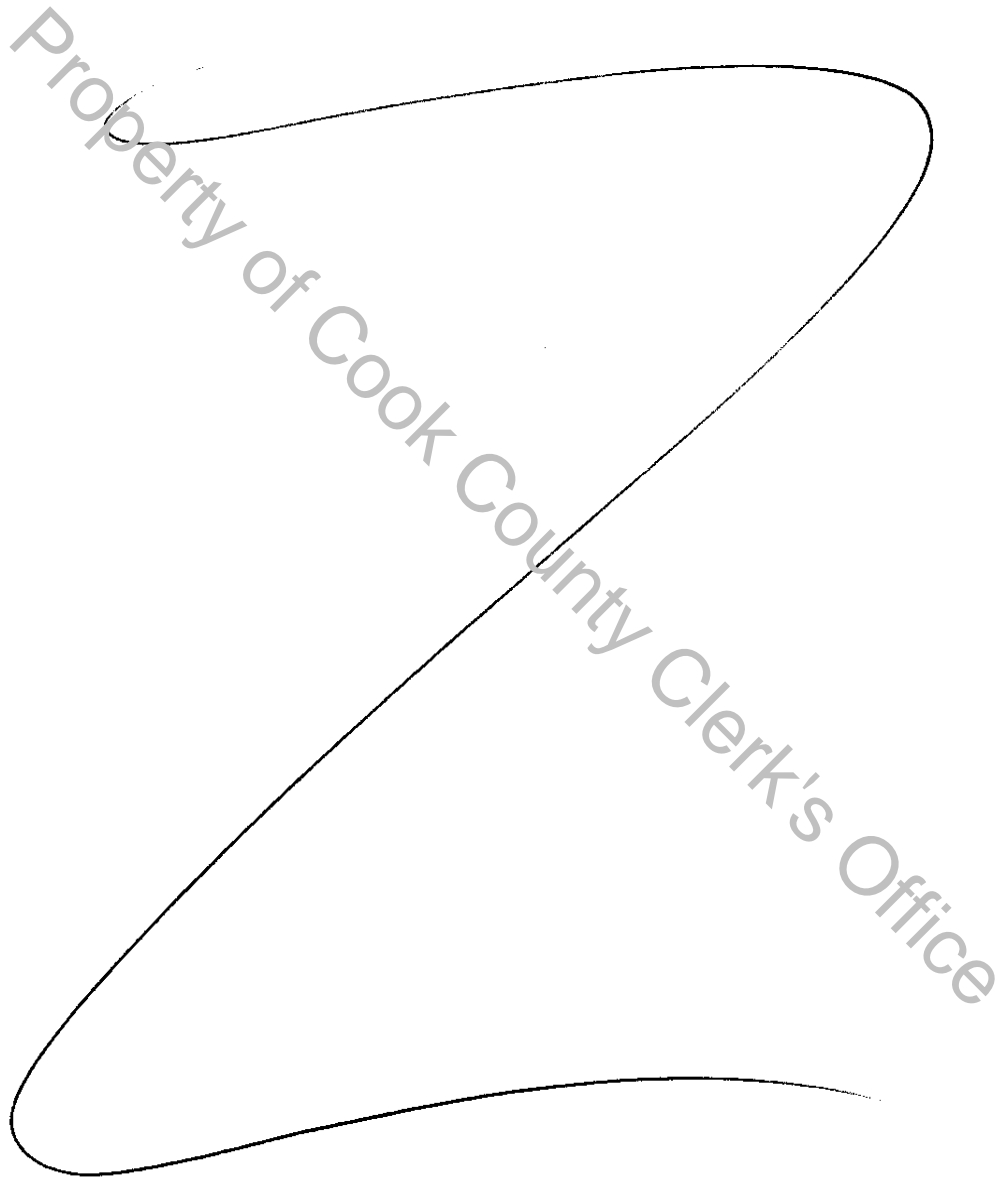
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Lombard, IL 60148

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LEGAL DESCRIPTION

LOT 565 IN IVY HILL SUBDIVISION UNIT 11, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

03-16-114.029



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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: Darlene Gourley
Title: **Vice President, Loan Documentation**

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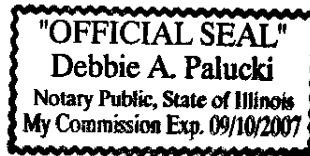
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STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this 11 day of March ,
2005, by Darlene Gourley , Vice President, Loan Documentation of Wells Fargo Bank N.A.
(Bank officer name)

WITNESS my hand and official seal.

My commission expires: 09/10/2007



A handwritten signature in cursive script that reads "Debbie A. Palucki".

Debbie A. Palucki
Notary Public

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