

UNOFFICIAL COPY



Doc#: 0516105272  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 06/10/2005 12:46 PM Pg: 1 of 4

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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 19th day of May 2005, by and between **Wells Fargo Bank N.A.** and **Wells Fargo Bank N.A.** a national bank, with its main office located in the State of **Iowa** (herein called the "Lender").

RECITALS

FIRST AMERICAN TITLE order # 1128738

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated **April 13th, 2005** executed by **Matthew G. Roszak and Katherine A. Roszak** (the "Debtor") which was recorded in the county of **Cook**, State of **Illinois**, as **0510205102** on **April 13<sup>th</sup>, 2005** (the "Subordinated Instrument") covering real property located in **Glenview** in the above-named county of **Cook**, State of **Illinois**, as more particularly described in the Subordinated Instrument (the "Property").

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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.

Prepared By: Michelle McBride  
mail TO: Wells Fargo 1000 Blue Gentian Rd  
Eagan, MN 55121

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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:

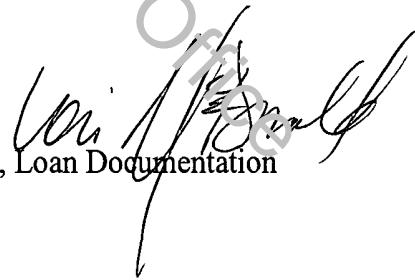
1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal 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 IL. 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: Lori McDonald  
Title: Vice President, Loan Documentation





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LEGAL DESCRIPTION - EXHIBIT A

Legal Description: PARCEL 1: LOT 48 IN GLENBASE SUBDIVISION UNIT 2, BEING A SUBDIVISION OF LOTS 25 AND 26 IN GLENVIEW NAVAL AIR STATION NO. 2 BEING A SUBDIVISION OF PART OF SECTIONS 15, 21, 22, 23, 26, 27, 28 AND 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 2001 AS DOCUMENT #0010196847 IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT OVER AND UPON THE COMMON PROPERTY AS DEFINED, DESCRIBED AND DECLARED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOUTHGATE ON THE GLEN SINGLE FAMILY HOMES RECORDED AS DOCUMENT NUMBER 00206851.

Permanent Index #'s: 04-28-405-003-0000 Vol. 0133

Property Address: 2853 Independence Avenue, Glenview, Illinois 60026

Property of Cook County Clerk's Office