



Doc#: 0516642178
Eugene "Gene" Moore Fee: \$54.00
Cook County Recorder of Deeds
Date: 06/15/2005 09:38 AM Pg: 1 of 4

WHEN RECORDED MAIL TO

Wells Fargo Bank, N. A.
Attn: Doc. Management MAC B6955-011
PO Box 31557
Billings, MT 59107-1557

Loan No. 654-654-5012716-1998 DR

SUBORDINATION AGREEMENT

BILLINGS

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 Subordination Agreement, made this April 29, 2005 by WELLS FARGO BANK, N. A. (hereinafter referred to as "Mortgagee"), present owner and holder of the Mortgage and note first hereafter described, in favor of GUARANTEED RATE, INC, it's successors and/or assigns (hereinafter referred to as "Lender");

WITNESSETH

THAT WHEREAS, Timothy J. Claytor, Single (hereinafter referred to as "Owner") did execute a Mortgage, dated April 12, 2004 to Wells Fargo Bank, as Mortgagee, covering that certain real property described as follows:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF
APN: 14-28-103-057-1015

To secure a note in the sum of \$50,000.00, dated April 12, 2004, in favor of Wells Fargo Bank,, which Mortgage was recorded May 20, 2004, as DOCUMENT NO. 0414122255, Official Records of Cook County. Through subsequent agreements with the Owner, either recorded or unrecorded, the current borrowing limit for said note has been amended to \$50,000.00, and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust or Mortgage (hereinafter referred to as "Lender's Security Instrument") and note not to exceed the sum of \$300,000.00, dated _____, in favor of Lender, payable with interest and upon the terms and conditions described therein, which Lender's Security Instrument is to be recorded concurrently here with; and

WHEREAS, It is a condition precedent to obtaining said loan that said Lender's Security Instrument last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first mentioned, Owner has requested Mortgagee to subordinate Mortgagee's lien to the lien about to be taken by the Lender; and

WHEREAS, Lender is willing to make said loan provided the Lender's Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Mortgagee will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Lender's Security Instrument in favor of the Lender; and

Handwritten notes on the left margin: "2/2", "DW", "W. J. Claytor", "4272374".

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STREET ADDRESS: 410 WEST BRIAR PLACE UNIT 3E

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 14-28-103-057-1015

LEGAL DESCRIPTION:

UNIT NUMBER E-3 IN SHERIDAN BRIAR NORTH CONDOMINIUM AS DELINEATED ON SURVEY OF LOTS 11 AND 12 IN BLOCK 2 IN OWNER'S DIVISION OF BRAUKMAN AND GERKE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHEAST FRACTIONAL 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS PARCEL); WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY BANK OF RAVENSWOOD, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 22, 1976 AND KNOWN AS TRUST NUMBER 2250 AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT 24019899, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Mortgagee is willing that the Lender's Security Instrument securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said Lender's Security Instrument securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgage first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage first above mentioned to the lien or charge of the Lender's Security Instrument in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the lien instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Mortgagee declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and Lender's Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan.
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.
- (c) It intentionally waives, relinquishes and subordinates the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the Lender's Security Instrument in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Mortgage first above mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the Lender's Security Instrument in favor of Lender above referred to.

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 LAND.

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MORTGAGEE:
WELLS FARGO BANK, N. A.

BY: *Debby Wirsin*
Debby Wirsin, Operations Manager

STATE OF: OREGON) SS
COUNTY OF: WASHINGTON)

On April 29, 2005 before me the undersigned, a Notary Public in and for said state personally appeared, Debby Wirsin, Operations Manager, 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 instrument and acknowledge 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.
Paula Luttrell
Notary Public in and for said County and State

NOTARY STAMP OR SEAL

