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Drafted by:
Wells Fargo Home Mortgage, Inc.
2701 Wells Fargo Way
Minneapolis, Minnesota 55467



Doc#: 0522906114 Fee: \$30.50

Eugene "Gene" Moore

Cook County Recorder of Deeds
Date: 08/17/2005 11:37 AM Pg: 1 of 4

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#### SUBORDINATION AGREEMENT

NOTICE: This subordination regreement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or law, security instrument

This Agreement is made this 21<sup>ST</sup> day of JULY 2005, by and between Wells Fargo Bank, N.A. a national bank with its headquarters located at 420 MONTGOMERY STREET, SAN FRANCISCO, CA (herein called 'Lien Holder"), and Wells Fargo Bank, N.A., with its main office located in the State of Iowa (herein called the "Lender"). P. O BOX 10304

NOMES, IA 50306

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated 01/28/2004, executed by ARMAND W. BERNSTEIN AND YVCINNE BERNSTEIN (the "Debtor") which was recorded in the county of COOK, State of ILLINOIS, as inst. no. 0406819074 on 03/08/2004 (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 not to exceed the amount of \$195043.00. Fluxely 7/22/2005, first # 0520312099

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

P P K

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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: Peter M. Buol

Title: Assistant Vice President

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STATE OF Minnesota ) ) SS.
COUNTY OF Hennepin )
The foregoing instrument was acknowledged before me this 22 <sup>ND</sup> day of JUNE, 2005, by Peter M. Buol Assistant Vice President of Wells Fargo Bank, N.A.
WITNESS my hand and official seal.  GREGORY JOHN ELO Notary Public Notary Public
My commission expires:  Minnesota  My Commission Expires January 31, 2910
1-31510
Notary Public 1 - Sh
Gregory John Elo
Gregory John Elo
Gregory County Control
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## **UNOFFICIAL COPY**

# Exhibit "A" Legal Description

All that certain Condominium situated in the County of Cook and S tate of Illinois being known and designated as U nit No. 21-4, in Newport Village Condominiums as delineated on a survey of the following described real estate; Part of Lot(s) 1 through 21 in Newport Village and of Lot 219 in Tibur on Planned Unit Development Plat both falling in the West 1/2 of the Northwest 1/4 of Section 6, Township 42 North, Range 11, East of the T hird Principal Meridian, which survey is attached as Exhibit "C" to the Declaration of Condominium recorded as Document No. 86323932 and as amended from time to time, together with its undivided percentage interest in the Common Elements in Cook County, IL.

Tax ID: (03-06-115-003-1110)

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