## **UNOFFICIAL COPY**



Doc#: 0528635212 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/23/2005 10:08 AM Pg: 1 of 4,

Space above har for recording purposes.

9194009 / 25092729 J Zace

#### SUBORDINATION AGREEMENT

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

This Agreement is made this  $R^{th}$  day of September 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 October 18, 2001 executed by Dragan Tomic and Leonora Tomic, his wife (the "Debtor") which was recorded in the county of Cook, State of Illinois, as Locument No. 0011087732 on November 19, 2001 (the "Subordinated Instrument") covering real property located in Park Ridge 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 \$131,550.00.

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.
- 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 Subcrdination Agreement is executed on the day and year first above stated.

WELLS FARGO BANK, N.A.

NOTICE: This

subordination agree tent 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: Barbara K. Emond

Title: Vice President, Loan Documentation

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STATE OF Illinois)

) SS.

COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 8th day of September, 2005, by Barbara K. Emond, vice president, loan documentation of Wells Fargo Bank, N.A.

(bank officer name)

WITNESS my hand and official seal.

My commission expires:

"OFFICIAL SEAL Barbara Scervino Notary Public, State of Illinois Notary Public, State of Historia My Commission Exp. 11/02/2007

Cot County Clart's Office

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### CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 008298039 UA STREET ADDRESS: 613 N. SEMINARY ST.

CITY: PARK RIDGE COUNTY: COOK

TAX NUMBER: 09-27-224-002-0000

#### LEGAL DESCRIPTION:

LOT 14 AND THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID
LOT IN FEUBEPSORN AND KLODE'S RIDGE CREST ADDITION, BEING A SUBDIVISION OF LOTS
1 AND 2 CHRISTIAN GRUPE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 27, TOWNSHIP 41
NORTH, RANGE 12 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGALD

09/07/05

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