

# UNOFFICIAL COPY



**Prepared by:** Melissa Walls  
Wells Fargo Bank NA  
3476 State View Blvd  
Fort Mill, SC 29715

**Doc#:** 0531115060 **Fee:** \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/07/2005 12:02 PM Pg: 1 of 5

**Recording requested by:** LSI  
**When recorded return to:**  
Custom Recording Solutions  
2550 N Red Hill Ave.  
Santa Ana, CA 92705  
800-756-3524 ext. 5011  
**CRS#:** 1254215

**APN:** 25-18-101-024

## SUBORDINATION AGREEMENT

Property of Cook County Clerk's Office

SHS  
SM  
SM

**UNOFFICIAL COPY**

Space above line for recording purposes.

6546540657514

**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 13<sup>th</sup> 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 **10/10/03**, executed by **MICHAEL G CONNOLLY AND SUSAN CONNOLLY, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY** (the "Debtor") which was recorded in the county of **COOK**, State of **ILLINOIS**, as **0332929119** on **11/25/03** (the "Subordinated Instrument") covering real property located in **CHICAGO** in the above-named county of **COOK**, State of **ILLINOIS**, as more particularly described in the Subordinated Instrument (the "Property").

*prop address: 10344 S. Oakley ave, Chicago IL 60643*

**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 \$288471, *mtg Dated 3-31-05,*

*Rec. on 5-2-05, inst. # 0512204027*

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

# UNOFFICIAL COPY

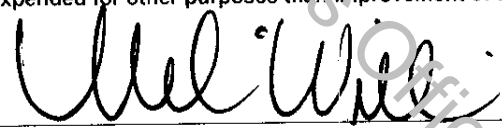
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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: Melissa Williams

Title: Vice President of Loan Documentation

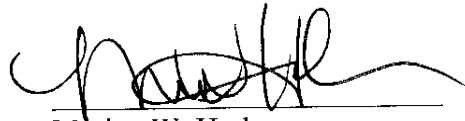
# UNOFFICIAL COPY

STATE OF South Carolina)  
    ) SS.  
COUNTY OF York)

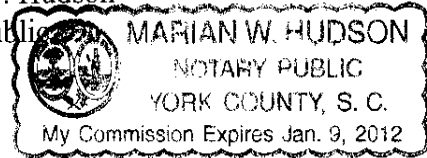
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2005,  
by Melissa Williams, Vice President of Loan Documentation of Wells Fargo Bank, N.A.

WITNESS my hand and official seal.

My commission expires: January 9, 2012



Marian W. Hudson  
Notary Public



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Order ID1657477

Loan Number : 708-0052542628

## EXHIBIT A LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK

LOT 20 IN BLOCK 1 IN O. RUEYER AND COMPANY'S BEVERLY HILLS 2ND ADDITION, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 25-18-104-024

Property of Cook County Clerk's Office