OCT 27 2006 08:23 FR WELLS FARGO HOME MTG UNOFFICIAL CO



0633246009 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 11/28/2006 09:10 AM Pg: 1 of 3

Space above Hg. to" ecording purposes.

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SUBORDINATION AGREEMENT

NOTICE: This subordination or sement 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 27 day of October, by and between Citiffican Services, Inc. (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 December 9, 2004, executed by Heather M. Rein (the "Debtor") which was recorded in the county of Cook, State of Illinois, as Document #0435048029 on December 15, 2004 (the "Subordinated Instrument") covering real property located in Oak Forest 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 2 promissory note/line of credit agreement in the amount not to exceed \$104,000.00. (One Hundred Four Thousand)

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

TICORTITLE

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 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.
- This Agreement is made under the laws of the State of Illinois. It cannot be 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 then 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 Meither 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.

NOTICE: This subordination agreement contains a provision which allows the person obligated on your real property security to obtain a come a portion of which may be expended for other purposes their improvement of the land

CitiFinancial Services, Inc

Title: Vice President

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STATE OF IL) SS. COUNTY OF

Cook

The foregoing instrument was acknowledged before me this 9th day of November , by its , vice president, loan documentation of Wells Fargo Bank, N.A. (bank officer name)

WITNESS my hand and official seal.

My coracilsion expires:

OFFICIAL SEAL Judith A. Pikul NOTARY PUBLIC - STATE OF ILLINO:S Notary Public

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2004 Colling Clark's Office