## **UNOFFICIAL COPY**

Prepared by and Mail to: Wells Fargo Home Mortgage 1100 East Woodfield Road Suite 420 Schaumburg IL 60173



Doc#: 0735205076 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 12/18/2007 11:56 AM Pg: 1 of 4

Space above line for recording purposes.

65070241361998

### SUBORDINATION AGREEMENT

NOTICE: This subordination 2 greement 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 29th day of November, 2007, by and between Wells Fargo Bank, N.A. a national bank (here in called "Lien Holder"), and Wells Fargo Bank, N.A., a national bank (herein called the "Londer").

### RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated August 1, 2007, executed by Jeffrey J. Zeiger and Elizabeth M. Zeiger (the "Debtor") which was recorded in the county of Cook, State of Illinois, as document 072+833046 on September 5, 2007 (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").

PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)

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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 \$999,437.00.

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.
- 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 up on I ien 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 contreal property security to obtain a loan a portion of which may be expended for other purposes than improvement of the land

By: Ryan Pearson

Title: Vice President, Loan Documentation

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STATE OF Illinois) ) SS. **COUNTY OF** 

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of November, 2007, by Ryan Pearson, vice president, loan documentation of Wells Fargo Bank, N.A. (bank officer name)

WITNESS my hand and official seal.

My commission expires: 6/22/08

sion exp.

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#### **EXHIBIT A**

### LEGAL DESCRIPTION

Legal Description: LOT 4 IN OSCAR CHARLES ADDITION TO LANE PARK, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 14-20-111-017-0000 Vol. 0483

Property Address: 1537 West Grace Street, Chicago, Illinois 60613

Display of County Clerk's Office