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Prepared By Flatum To.
Wells Fargo Earl, N.A.
Ath: Document Mgt.
P.O. Box 31557
MAC BLASS-013
Billings, MT 591079900



Doc#: 0805040006 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 02/19/2008 09:17 AM Pg: 1 of 4

Space above line or ecording purposes.



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 accurity instrument

This Agreement is made this 12th day of December 2007, by and between **Wells Fargo Bank Illinois**, **N.A.** a national bank with its headquarters located at One Home Campus, Des Moines, IA (herein called "Lien Holder"), and **Wells Fargo Home Mortgage**, **Inc.**, with its main office located in the State of **Iowa** (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a lead of trust/mortgage, dated November 1st 2007 executed by Thomas C. Hjorth and Christine D. Hjorth (the "Debtor") which was recorded in the county of Cook, State of Illinois, as document number 0730515088, on November 1st, 2007, (the "Subordinated Instrument") covering real property located in Evanston, Illinois 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 \$358,000

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

4

0805040006 Page: 2 of 4

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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 periodic of, and shall be enforceable by, Lender and its successors and assigns. Norther 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 ILLINOIS, N.A.

NOTICE:

This

subordination agreement contairs a provision which allows the person obligated on your roal 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: VP Loan Documentation

0805040006 Page: 3 of 4

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STATE OF Illinois)

) SS.

COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 5th day of November, 2007, by Ryan Pearson of Wells Fargo Bank Illinois, N.A.

(bank officer name and title)

(name of Wells Fargo Bank)

WITNESS ray hand and official seal.

My commission expires:

OFFICIAL SEAL CHERYL GIUNTI

NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/19/11

Notary Public

Outhor Clarks
Office

0805040006 Page: 4 of 4

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: LOT 11 AND 12 IN BLOCK 9 IN ARTHUR T. MCINTOSH'S CENTRALWOOD ADDITION TO EVANSTON, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 10-11-305-022-0000 Vol. 0052

Evanston,

Of Coop Column Clark's Office Property Address: 2426 Marcy Avenua, Evanston, Illinois 60201