# **UNOFFICIAL COPY**



Doc#: 0805811079 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 02/27/2008 11:50 AM Pg: 1 of 4

Space above line for recording purposes.

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### 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 15 day of February 2008, 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 March, 22, 2007 executed by Sherry Tan (the "Debtor") which was recorded in the county of Cook, State of Illinois, as 0708933158 on March 30,2007 (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)

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 \$25,000.00.

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 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 reay be expended for other purposes than improvement of the la ru'

By: Ryan Pearson

Title: Vice President, Loan Documentation

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STATE OF Illinois)

SS.

COUNTY OF Dupage)

The foregoing instrument was acknowledged before me this 15 day of February, 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: March 16, 2008

OFFICIAL SEAL
CAROLYN L'AROMATIS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Med. 10, 2008

Carolyn Liaromatis
Notary Public

Carolyn Liaromatis
Notary Public

Carolyn Liaromatis
Notary Public

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CHICAGO TITLE INSURANCE COMPANY

Commitment Number: 140552-RILC

# SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

#### PARCEL 1:

UNIT NO. 605 AND P-29 IN THE PAC LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS, PARTS OF LOTS AND PARTS OF VACATED ALLEY IN DILLARDS REQUBIVISION OF LOTS 70 TO 87, BOTH INCLUSIVE, AND LOTS 99 TO 116, BOTH INCLUSIVE IN KECNAN'S SUBDIVISION OF BLOCK 24 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS TOGETHER WITH NON-EXCLUSIVE EASEMENT DATED JULY 14, 1994 AND RECORDED NOVEMBER 30, 1994 AS DOCUMENT NO. 04007955 FOR (1) INGRESS AND EGRESS, (2) MAINTENANCE, REPAIR AND REPLACEMENT OF ELECTRICAL CONDUIT WIRING, AND (3) DRAINAGE OVER THE VACATED PUBLIC ALLEY DESCRIBED THEREIN; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 0629915153, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELMENTS ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF S-9A, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFCRESAID RECORDED AS DOCUMENT NO. 0629915153. PIN(S): 14-31-422-004-0000

14-31-422-039-1074

CKA: 1735 N. PAULINA AVENUE, UNIT 605, CHICAGO, IL, 60672