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Doc#: 0809845046 Fee: \$42.50

Cook County Recorder of Deeds

Date: 04/07/2008 10:35 AM Pg: 1 of 4

Space above line for recording purposes.

#### SUBORDINATION AGREEMENT

NOTICE: This subordination af reement 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 14<sup>th</sup> day of March 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 February 09<sup>th</sup>, 2007 executed by Garland J. Hicks and Angela Hicks (the "Debtor") which was recorded in the county of Cook, State of Illinois, in Document# 07/9217114 (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 or 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

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

After recording return to:

Chicago Title ServiceLink Division 4000 Industrial Blvd Aliquippa PA 15001

1599310



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## **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 Subord nation 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 kind

By: Brian Burnham

Title: Vice President, Loan Documentation

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# **UNOFFICIAL COP**

STATE OF Arizona

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 14th day of March, 2008, by Brian Burnham, vice president, loan documentation of Wells Fargo Bank, N.A.

(bank officer name)

WITNESS my hand and official seal.

My commission expires: 10/03/2010

PATRICIA D. CONTRERAS NOTARY PUBLIC - ARIZONA MARICOPA COUNTY a expire of Collaboration Clerk's Office My Commission Expires Oct. 3, 2010

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# **UNOFFICIAL COPY**

### Exhibit "A" **Legal Description**

All that certain parcel of land situated in the City of Chicago, County of Cook, State of Illinois, being known and designated as follows:

Lot 41 (except the west 19.50 feet thereof) and lot 42 in block 11 in Mitchell's Addition to Clarkdale a subdivision of the N 1/2 of the SE 1/4 of Section 35, Township 38 north, Range 13 East of the Third principal meridian, in Cook County, Illinois, being more fully described in Dear Document #0010211185, dated 03/08/2001 and recorded 03/16/2001 in Cook s.
5-409-0b.

Control

Control County Records.

Tax ID: 19-35-409-082-0000

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