



Doc#: 0812005054 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/29/2008 10:31 AM Pg: 1 of 4

See last page

FIRST AMERICAN TITLE

ORDER # 1792138
2083

SUBORDINATION AGREEMENT

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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 Subordination Agreement, made this March 28, 2008 by Wells Fargo Bank, N. A., who is the present owner and holder of the Mortgage first hereinafter described below as well as the promissory note secured by the same, (hereinafter referred to as the "Lender"), on one hand and Washington Mutual Bank, F. A., (hereinafter referred to as "New Lender"), on the other hand.

WITNESSETH

THAT WHEREAS, Jozef Gil (hereinafter referred to as "Owner") did execute a Mortgage, dated May 31, 2005 to Wells Fargo Bank, N. A., as Mortgagee, covering that certain real property described as follows:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF
APN: Tax Id. # 01-04-402-006-0000

To secure a note in the sum of \$400,000.00, dated May 31, 2005, in favor of Wells Fargo Bank, N. A., which Mortgage was recorded July 6, 2005, as DOC. # 0518706148, Official Records of Cook County.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust or Mortgage (hereinafter referred to as "New Lender's Security Instrument") and note not to exceed the sum of \$417,000.00, dated _____, in favor of Washington Mutual Bank, F. A., its successors and/or assigns, payable with interest and upon the terms and conditions described therein, which New Lender's Security Instrument is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said New Lender's Security Instrument last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first mentioned. Owner has requested Lender to subordinate their lien to the lien about to be taken by the New Lender; and

WHEREAS, New Lender is willing to make said loan provided the New Lender's Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Lender will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the New Lender's Security Instrument in favor of the New Lender; and

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WHEREAS, It is to the mutual benefit of the parties hereto that New Lender make such loan to Owner; Lender is willing that the New Lender's Security Instrument securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce New Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said New Lender's Security Instrument securing said note in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgage first above mentioned.
- (2) That New Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage first above mentioned to the lien or charge of the New Lender's Security Instrument in favor of the New Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the lien instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Lender declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and New Lender's Security Instrument in favor of New Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and New Lender for the disbursement of the proceeds of New Lender's loan.
- (b) New Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has New Lender represented that it will, see to the application of such proceeds by the person or persons to whom New Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.
- (c) They intentionally waive, relinquish and subordinate the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the New Lender's Security Instrument in favor of New Lender above referred to and understand that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Mortgage first above mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the New Lender's Security Instrument in favor of New Lender above referred to.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her/their hand(s); if the undersigned is a corporation, it has caused its corporate name to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors, on this, the day and year first above written.

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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 LAND.

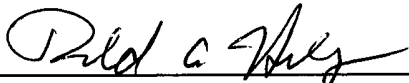
Wells Fargo Bank, N. A.

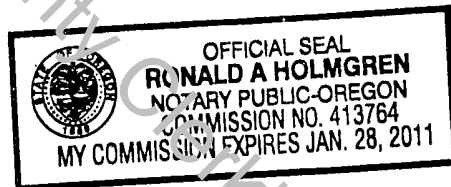
BA 
Barbara Edwards, Authorized Signer

STATE OF: OREGON) SS
COUNTY OF: WASHINGTON)

On March 28, 2008 before me, Ronald A Holmgren, a Notary Public in and for said state, personally appeared, Barbara Edwards, Authorized Signer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. NOTARY STAMP OR SEAL


Notary Public in and for said County and State



This instrument was prepared by:
Barbara Edwards
18700 NW Walker Rd #92
Beaverton, OR 97006

Return to: Wells Fargo Bank, N.A.
Attn: Doc. Management MAC B6955-011
PO Box 31557
Billings, MT 59107-1557

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: Parcel 1: That part of the West 330 feet (measured on the North line) of the East 1/2 of the South West 1/4 of the Southeast 1/4 of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said West 330 feet on the South line of said Section 4, (lying in Otis Road) for a point of beginning; thence North on the West line of said West 330 feet, 458.05 feet; thence South 89 degrees 31 minutes East, parallel with the said South line of Section 4, a distance of 135.19 feet; thence North 48 degrees 46 minutes East, 106.38 feet; thence North, parallel with the East line of said West 330 feet, 321.0 feet; thence South 89 degrees 31 minutes East, parallel with said South line of Section 4, a distance of 115.0 feet to a point on the East line of said West 330 feet, lying 850 feet North from the said South line of Section 4; thence South on the said East line of the West 330 feet, aforesaid, 850.0 feet to a point on the South line of said Section 4, lying 330.27 feet Easterly from the point of beginning; thence North 89 degrees 31 minutes West on said South line of Section 4, a distance of 330.27 feet, more or less, to the point of beginning; in Cook County, Illinois.

Parcel 2: The South 458.05 feet, as measured on the West line of the East 1/2 of the Southwest 1/4 of Southeast 1/4 of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian of a parcel of land described as follows: That part of the Southeast 1/4 of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian, described as follows: Beginning in the center of a highway at the Southwest corner of said Southeast 1/4 of Section 4; thence North, along the West line of said Southeast 1/4, 1315 feet; thence South 88 degrees 58 minutes East, 546 feet; thence South 10 degrees 54 minutes East, 630.2 feet; thence 5 degrees 32 minutes West, 696 feet to the center of said highway, (being the South line of said Southeast 1/4; thence West, along the center of said highway to the point of beginning, (excepting from said tract that part thereof lying West of the following described line: Beginning at a point in the North line of the Southwest 1/4 of said Southeast 1/4, 534 feet East of the West line of said Southeast 1/4; thence Southeasterly, along a line which forms an angle with said North line of 101 degrees 56 minutes, measured from West to Southeast, 630.2 feet; thence Southwesterly in a straight line, which makes an angle with the last described line of 163 degrees 20 minutes, measured from North to West and Southwest to the South line of said Southeast 1/4.

Parcel 3: The South 458.05 feet, as measured on the West line of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 4 of that part of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 4, Township 42 North, Range 9, East of the Principal Meridian, lying East of the following described line: Beginning at a point in the North line of the Southwest 1/4 of the Southeast 1/4, distant East along said line, 534.0 feet from West line of said Southeast 1/4 and running thence Southeasterly in a straight line, which makes an angle with the said North line of 101 degrees 56 minutes, as measured from West to Southeast, a distance of 630.20 feet; thence Southwesterly in a straight line, which makes an angle with the last described line of 163 degrees 20 minutes, measured from North to West and Southwest to the South line of said Southeast 1/4 of said Section 4; all in Cook County, Illinois.

Permanent Index #'s: 01-04-402-006-0000 Vol. 0001

Property Address: 250 Otis Road, Barrington Hills, Illinois 60010