UNOFFICIAL COPY



Doc#: 0816429008 Fee: \$42.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 06/12/2008 08:32 AM Pg: 1 of 4

Recording requested by: LSI When recorded return to: Custom Recording Solutions 2550 N. Rechill Ave. 4 383

Santa Ana, CA 92705 (50 800-756-3524 Ext. 5011

Apr. 29-56-406-573-00

SUBORDINATION AGREEMENT

NOTICE: This subordination (gr ement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or late, security instrument

This Agreement is made this 64th day of April 2008, by and between Wells Fargo Bank, N.A. a national bank with its headquarters located at 3476 STATE VIEW BLVD FORT MILL, SC 29715-7200 (herein called 'Lien Holder"), and Wells Fargo Bank, N.A., with its main office located in the State of Iowa (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated January 15, 2008 executed by Alfred G. Phillips, III and Karen S. Phillips, husband and wife not in tenancy in common, not in joint tenancy, but in tenants by the entireties (the "Debtor") which was recorded in the county of COOK, State of ILLINOIS. as 0804503172, on February 14, 2008 (the "Subordinated Instrument") covering real property leagued in LANSING 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)

× 29-36-402-007-00

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 not to exceed the amount of \$173644.

Pecard consumently wilmorts as e

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



0816429008 Page: 2 of 4

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 a'n 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 bene fit of, and shall be enforceable by, Lender and its successors and assigns. Neather 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 FARCO BANK N.A.

NOTICE: This subording an agreement contains a provision which allows the person obligated on your real property security to obtain a loan a cortion of which may be expended for other purposes that a improvement of the land

By:/Latova Davidson

Title: Vice President of Loan Documentation

0816429008 Page: 3 of 4

UNOFFICIAL CC

STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

On this 04th day of April, 2008, Before me Frandolyn Kennedy, personally appeared Latoya Davidson, Vice President Loan Documentation as OFFICER of WELLS FARGO BANK, N.A.

⊠personally known to me □proved to me on the basis of satisfactory evidence

To be the person(s) whose name(s) is/are sub; cribed to the within instrument and acknowledged 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, and that such individual made such appearance before the undersigned in the City of Fort Mill, County of

York, State of South Carolina WITNESS my hand and official seal,

My commission expires: October 8, 2013

OFFICIAL SEAL Notary Public State of South Carolina FRANDOLYN KENNEDY Commission Expires Oct. 8, 2013

0816429008 Page: 4 of 4

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

The following described real estate situated in the county of Cook, in the State of Illinois, to-wit: Lot 68 in the Second Addition to Forest Glen Subdivision, being a subdivision of part of the southeast 1/4 of section 36, township 36 north, range 14 east of the third principal meridian, lying south of the Chicago and Grand trunk railroad, in Cook Courty, Illinois.

APN 29-36-402-077-0000
Being known as 18405 Locust Street, Lansing IL 60438