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Doc#: 0817904140 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/27/2008 02:12 PM Pg: 1 of 4

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

2550 N. Redhill Ave. 4378362

Santa Ana, CA. 92705

800-756-3524 Ext. 5011

PREPARED BY: LATOYA DAVIDSON

APN: 24-14-102-025

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 17th 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 **September 26, 2007** executed by **Patrick R. Kinney and Janice N. Kinney as husband and wife, as tenants by the entirety and not as joint tenants with rights of survivorship, nor as tenants in common** (the "Debtor") which was recorded in the county of **COOK**, State of **ILLINOIS**, as **0728202182**, on **October 09, 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 not to exceed the amount of \$210,825.

D.D. 3/30/08 RECORDED 5/15/08 INSTR # 0813617094

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

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NY

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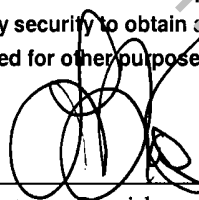
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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 may be expended for other purposes than improvement of the land



By: Latoya Davidson

Title: Vice President of Loan Documentation

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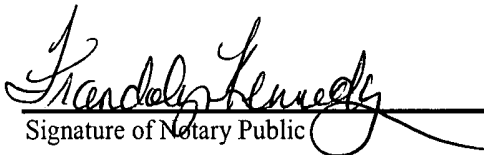
STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

On this 17th day of April, 2008, Before me Frandolyn Kennedy, personally
appeared Latoya Davidson, Vice President Loan Documentation as OFFICER of
WELLS FARGO BANK, N.A.

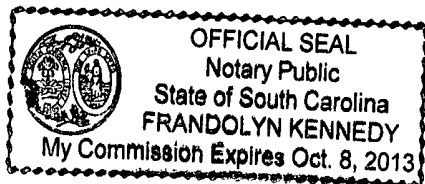
- personally known to me
- proved to me on the basis of satisfactory evidence

To be the person(s) whose name(s) is/are subscribed 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,


Signature of Notary Public

FRANDOLYN KENNEDY

My commission expires: **October 8, 2013.**



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Order ID: 4373302
Loan No.: 0087602181

EXHIBIT A LEGAL DESCRIPTION

The West 40 feet of the East 120 feet of Lot 21 in J.S. Hovland's Resubdivision of J.S. Hovland's 103rd Street Subdivision of the West 1/2 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

APN 24-14-102-025

Property of Cook County Clerk's Office