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Doc#: 0824917048 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 09/05/2008 01:11 PM Pg: 1 of 4

APN# 06-07-221-018 Recording requested by: LSI When recorded return to: **Custom Recording Solutions** 2550 N. Redhill Ave. 439 6661 Santa Ana, CA. 92705 800-756-3524 Ext. 5011

PREPARED BY: LATOYA DAVIDSON

65076285281996

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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 se surity instrument

This Agreement is made this 26th day of June 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 (her in called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated April 04, 2005 executed by Saqib R. Anwel and Mariam Anwel, husband and wife not as Tenants in Common, not as Joint Tenants but as Tenants by the Entire y ('he "Debtor") which was recorded in the county of COOK, State of ILLINOIS, as 0611535326, on April 25, 2005 (the "Subordinated Instrument") covering real property located in ELGIN in the above-named county of COOK, State of ILLINOIS, as more particularly described in the Sut ordinated 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 \$282971.

D.D. 3/30/08 RECORDED 7/25/08 INS#0820746063

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 iers, 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 an element 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 26th day of June, 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 exchorized 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 app.

Control

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

FRANDOLYN My commission expires: October 8, 2013.

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

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Order ID: 4396661

Loan No.: 0089824403

EXHIBIT A LEGAL DESCRIPTION

Lot 85 at Princeton West Phase 1, being a subdivision of Part of the East 1/2 of Fractional Section 6 and the Northeast 1/4 of Fractional Section 7, Township 41 North, Range 9, East of the Third Principal Meridian, According to the plat thereof Recorded November 21, 2003 as Document 0332534090, in Cool, Count, Illinois.

APN 06-06-200-023 and 06-96-200-029-0000 and 06-06-200-030-0000 and 06-06-200-032-0000 and 06-07-201-005-0000 and 06-07-200-008-0000 and 06-06-200-039-0000 and 06-06-200-038-0000 and 06-07-201-002-0000 and 06-07-201-006-0000