

FIRST AMERICAN TITLE  
ORDER NUMBER

UNOFFICIAL COPY

1878738  
30f3



Doc#: 0905440124 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/23/2009 04:15 PM Pg: 1 of 4

Space above line for recording purposes.

### 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 6th day of **January 2009**, by and between **Standard Bank & Trust Company** (herein called "Lien Holder"), and **Wells Fargo Home Mortgage, 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 15, 2005** executed by **Kenneth J. Been and Laura Been** (the "Debtor") which was recorded in the county of **Cook**, State of Illinois, as document number **0525835502**, on **September 15, 2005**, (the "Subordinated Instrument") covering real property located in **Orland Park**, Illinois 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)

#0905440123

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 in the amount of **\$417,000**

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

9/27/01

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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.

## STANDARD BANK & TRUST COMPANY

**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: 

Title: VP

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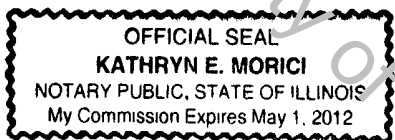
STATE OF Illinois )  
                                          ) SS.  
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 6 day of January, 2008<sup>9</sup>,  
by Stephen R. Clark, a Vice President of Standard Bank & Trust Company.  
                                              (bank officer)                                                 (title)

WITNESS my hand and official seal.

My commission expires: 5-1-2012

Kathryn E Morici  
Notary Public



Property of Cook County Clerk's Office

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EXHIBIT 1

## LEGAL DESCRIPTION

Legal Description: LOT 18 IN FINAL PLAT OF SUBDIVISION OF DEER CHASE ESTATES ORLAND PARK, ILLINOIS, BEING A PART OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 27-29-422-007-0000 Vol. 0147

Property Address: 10421 Buck Drive, Orland Park, Illinois 60467

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