



Doc#: 0928926200 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/16/2009 12:38 PM Pg: 1 of 4

Citywide Title Corporation
850 West Jackson Boulevard
Suite 320
Chicago, Illinois 60607

130408 30F3

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 11 day of AUGUST 2009, by and between Wells Fargo Bank, N.A. a national bank (herein called "Lien Holder"), and ~~_____~~ FRED S. Weinen Trust H.V. (herein called the "Debtor")
Lien Holder H.V.

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated MARCH (month) 20 (day), 2008 executed by FRED S. AND DAISY WEINER (the "Debtor") which was recorded in the county of COOK, State of ILLINOIS as 0809560000 (book & page) on APRIL (month) 4 (day), 2008 (the "Subordinated Instrument") covering real property located in WILMOT (city) in the above-named county of COOK, State of ILLINOIS as more particularly described in the Subordinated Instrument (the "Property").

fc

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 will secure a promissory note/line of credit agreement in the amount of \$ 100,000.00 (New loan amount).

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

JUL 23 2009 10:56AM

UNOFFICIAL COPY

NO. 1544 P. 2

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.
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.

Fred S WEINER TRUST
(Financial Institution)

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: Howard Weiner
(Authorized Financial Institution Representative signature)
Title: TRUSTEE
(Authorized individuals title)

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 13 day of August, 2009 by Howard Weiner (authorized), Trustee of the Fred S. Weiner Trust (title),
(bank officer name) (Financial Institution)

WITNESS my hand and official seal.

My commission expires: 12/20/2010

ELISABETH A. CL...
Notary Public - State of Illinois
My Commission Expires 12/20/2010

Elizabeth A. Cl...
Notary Public

Office of Cook County Clerk's Office

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File No.: 130408

EXHIBIT A

Lot 2 in Osborne's Resubdivision of Lots 9 and 10 in Block 5 in L.L. Greenleaf's Resubdivision of Blocks 29 to 34 inclusive, in the Village of Wilmette, in Section 27, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 05-27-315-024

ADDRESS: 1139 ELMWOOD AVE, WILMETTE, IL 60091

Property of Cook County Clerk's Office