

#### 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 Subordination Agreement, made this April 30, 2009 by Wells Fargo Bank, N. A., who is the present owner and holder of the Mortgage first hereinafter described below as well as the promissory note secured by the same, (hereinafter referred to as the "Lender"), on one hand and Citi Mortgage, (hereinafter referred to as "New Lender"), on the ciner hand.

#### WITNESSETH

THAT WHEREAS, Thomas R. Edgerton, As Trustee Under The Provisions Of A Trust Agreement Dated April 30, 1999, And Known As The Thomas R. Edgerton Trust, As To 1/2 Undivided And Gail E. Edgerton, As Trustee Under The Provisions Of A Trust Agreement Dated April 30, 1999, And Known As The Gail E. Edgerton Trust, As To 1/2 Undivided Interest (hereinafter referred to as "Owner") did execute a Mortgage, dated February 9, 2009 to Edward Jones Mortgage, L. L. C., as Mortgagee, covering that certain real property described as follows:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF APN: 18-18-405-034-0000

To secure a note in the sum of \$100,000.00, dated February 9, 2009, in favor of Edward Jones Mortgage, L.L.C. which Mortgage was recorded March 24, 2009, as 0908349054, Official Records of Gook County.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust or Mortgage (hereinafter referred to as "New Lender's Security Instrument") and note not to exceed the sum of \$343,000.00, dated \(\frac{\sqrt{22}}{2000}\), in favor of Citi Mortgage, its successors and/or assigns, payable with interest and upon the terms and conditions described therein, which New Lender's Security Instrument is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said New Lender's Security Instrument last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first mentioned. Owner has requested Lender to subordinate their lien to the lien about to be taken by the New Lender; and

WHEREAS, New Lender is willing to make said loan provided the New Lender's Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Lender will specifically and

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unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the New Lender's Security Instrument in favor of the New Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that New Lender make such loan to Owner, Lender is willing that the New Lender's Security Instrument securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce New Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That Gaid New Lender's Security Instrument securing said note in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgage first above mentioned.
- (2) That New Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgagr, first above mentioned to the lien or charge of the New Lender's Security Instrument in favor of the New Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the lien instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Lender declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and New Lender's Security Instrument in favor of New Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and New Lender's for the disbursement of the proceeds of New Lender's loan.
- (b) New Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has New Lender represented that it will, see to the application of such proceeds by the person or persons to whom New Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.
- (c) They intentionally waive, relinquish and subordinate the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the New Lender's Security Instrument in favor of New Lender above referred to and understand that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Mortgage first above mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the New Lender's Security Instrument in favor of New Lender above referred to.

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IN WITNESS WHEREOF, the undersigned has hereunto set his/her/their hand(s); if the undersigned is a corporation, it has caused its corporate name to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors, on this, the day and year first above written.

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 LAND.

Wells Fargo Bank, N. A.

BY:

Gabe Georgesch, Team

STATE OF:

**OREGON** 

SS

COUNTY OF: WASHINGTON

On April 30, 2009 before me the undersigned, a Notary Public in and for said state personally appeared, Gabe Georgescu, Team Lead, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/a/s subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/ner/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.

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

OFFICIAL SEAL

REBECCA DREY

Notary Public in and for said County and State

This instrument was prepared by: Gabe Georgescu 18700 NW Walker Rd #92 Beaverton, OR 97006

NOTARY PUBLIC-OREGON COMMISSION NO. 399734 MY COMMISSION EXPIRES JANUARY 2, 2010

Return to:

Wells Fargo Bank, N.A.

Attn: Doc. Management MAC B6955-011

PO Box 31557

Billings, MT 59107-1557

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Commitment /17/04

File No: 618889

### "EXHIBIT A" **Legal Description**

ALL THAT PARCEL OF LAND IN COUNTY OF COOK, STATE OF ILLINOIS AS MORE FULLY DESCRIBED IN DOCUMENT 0716206097 AND BEING MORE PARTICULARLY **DESCRIBED AS FOLLOWS:** 

THAT PART OF LOT 245 IN TIMBER TRAILS SUBDIVISION UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NCRIH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT RECORDED OCTOBER 27, 2005, AS DOCUMENT NO. 0530003135 AND CERTIFICATE OF CORRECTION RECORDED FEB. 15, 2006 AS DOCUMENT NO. 060434053 EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 245; THENCE NORTH 70 DEGREES 12 MINUTES 35 SECONDS EAST, A DISTANCE OF 108.03 FEET; THENCE SOUTH 70 DEGREES 47 MINUTES 25 SECONDS EAST, A DISTANCE OF 115.00 FEET; THENCE SOUTH 70 DEGREES 47 MINUTES 35 SECONDS WEST, A DISTANCE OF 108.03 FEET; THENCE NORTH 19 DEGREES 12 MINUTES 26 SECONDS WEST, A 3EGI. DISTANCE OF 115.00 FEET; TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

1006 HICKORY DR. WESTERN SPRINGS, IL. 60558

APN: 18-18-405-034 AND 18-18-405-016-07

