# . 080319 UNOFFICIAL COPY



**RECORDING REQUESTED BY** 

WHEN RECORDED MAIL TO

Wells Fargo Bank, N. A. Attn: Doc. Management MAC B6955-011 PO Box 31557 Billings, MT 59107-1557 Doc#: 0816211042 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 06/10/2008 10:09 AM Pg: 1 of 5

#### **MODIFICATION OF AGREEMENT**

#### MIDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

THIS AGREEMENT made this Monday, April 07, 2008 by Wells Fargo Bank, N. A. ("Lender"), and Anselmo Chung ("Borrov er"). Borrower previously executed a revolving Credit Agreement ("Credit Agreement") dated September 8, 2006 with a credit limit in the amount of \$68,610.00. To secure the Borrower's obligations under the C. & Jit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated September 8, 2006, for the use and benefit of Lender, which was recorded on December 4, 2006 as 0633847068 of the official records in the Office of the Recorder of Cook County, State of IL.

As of the date of this agreement, Lende and Borrower acknowledge that the outstanding principal balance under the Credit Agreement and secured by the Security Agreement is \$33,075.51 and that the accrued, unpaid interest under the Credit Agreement and secured by the Security Agreement is \$256.54. Additional interest shall continue to accrue on the outstanding principal balance from the next calendar day following April 07, 2008 at the rate of \$06.55 per diem until paid.

For good and valuable consideration, Lender and Borrova, agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above referenced Credit Agreement from \$68,610.00 to \$34,000.00.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement ("Agreement"), Lender in no way is obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past default or rights under the Credit Agreement, Security Agreement, or any other of the Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit

0816211042 Page: 2 of 5

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#### SUBORDINATION AGREEMENT

NOTICE: THIS SUBJECTION 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 7, 2008 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 Wells Fargo Bank, N. A., (hereinafter referred to as "New Lender"), on the other hand.

#### WITH 25SETH

THAT WHEREAS, Anselmo Chung (hereinafter referred to as "Owner") did execute a Mortgage, dated September 8, 2006 to Wells Fargo Bank, as Mortgages, covering that certain real property described as follows:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF APN: 17-16-108-033-1085

To secure a note in the sum of \$68,610.00, dated September 8, 2006, in favor of Wells Fargo Bank, which Mortgage was recorded December 4, 2006, as 0633847068, Official Records of Cook County.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust or Mo tgace (hereinafter referred to as "New Lender's Security Instrument") and note not to exceed the sum of \$230,000.00, dated \$\frac{5/23/68}{2}\$, in favor of Wells Fargo Bank, N. A., 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 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

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Agreement or Security Agreement in any of the Documents refer to the Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

Borrower agrees to pay all costs and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

The Agreement is effective as of the date first written above.

	BORROWER:  Anselmo Chung
STATE OF:  COUNTY OF:  MYSIAND  SS  OUNTY OF:	
personally appeared. The person(s) who are remed is	, a Notary Public in and for said state, personally known to me (or proved to me on the basis of are subscribed to the within instrument and acknowledge to me that apacity(ies), and that by his/her/their signature(s) on the instrument the cted, executed the instrument.
WITNESS my hand and official seal.  Noten Fuelic in and for said County and State	NOTARY PUBLIC HOWARD COUNTY MARY LAND MY COMMISSION FEPPRES JAN. 15, 2012
	LENDER:
	Wells Fargo Bank, N. A.
	BY: Delini Cauxy
STATE OF: OREGON )SS	Debbie Clausen
COUNTY OF: WASHINGTON )	

On April 7, 2008 before me the undersigned, a Notary Public in and for said state personally appeared, Debbie Clausen, personally known to me (or 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 acknowledge 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."

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

OFFICIAL SEAL
RONALD A HOLMGREN
NOTARY PUBLIC-OREGON
COMMISSION NO. 413764
MY COMMISSION EXPIRES JAN. 28, 2011

NOTARY Public III and for said Soundy and Star

0816211042 Page: 4 of 5

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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.

Debbie Clausen, Vice President

STATE OF:

CREGON

)SS

COUNTY OF: WASHINGTON

On April 7, 2008 before ma, Kowaro , a Notary Public in and for said state, personally appeared Debbie Clausen, Vice President, personally known to me (or 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 acknowledge 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.

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

Notary Public in and for said County and State

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

OFFICIAL SEAL RONALD A HOLMGREN NOTARY PUBLIC-OREGON
COMMISSION NO. 413764
MY COMMISSION FXPIRES JAN. 28, 2011

Return to:

Wells Fargo Bank, N.A.

Attn: Doc. Management MAC B6955-011

PO Box 31557

Billings, MT 59107-1557

0816211042 Page: 5 of 5

Clort's Office

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File Number: 080319ex

Parcel 1: Unit 507 in The Metropolitan Place Condominium, as delineated on a survey of the following described real estate; parts of Block 50 in School Section addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois; which survey is attached as Exhibit A to the Declaration of Condominium recorded as Document Number 9921 4070, together with its undivided percentage interest in the common elements, all in Cook County, in nois.

Parcel 2: The exclusive right to the use of Parking 48, a limited common element as delineated on the survey attached to the declaration aforesaid recorded as Document Number 99214670.

Parcel 3: The non-exclusive essement in faor of Parcel 1 for ingress, egress, use enjoyment, and support as created by reciprocal essement agreement recorded as Document Number 99214669, over, upon and under premises described therein.

PIN#: 17-16-108-033-1085

Property address: 130 South Canal Unit 507 Chicago, IL 60606