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Doc#: 0931341077 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/09/2009 12:02 PM Pg: 1 of 6

SUBORDINATION AGREEMENT

Property of Cook County Clerk's Office

UT 8465885- UNO BK NORBS 2009

Handwritten signature and date: 11/9/09

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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 SECURITY INSTRUMENT.**

This Subordination Agreement, made this October 9, 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 Interbank Mortgage Company, (hereinafter referred to as "New Lender"), on the other hand.

### WITNESSETH

THAT WHEREAS, Jared P. Hansen And Christine W. Dunne (hereinafter referred to as "Owner") did execute a Mortgage, dated September 26, 2006 to Wells Fargo Bank, N. A., as Mortgagee, covering that certain real property described as follows:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF  
APN:

To secure a note in the sum of \$32,950.00, dated September 26, 2006, in favor of Wells Fargo Bank, N. A., which Mortgage was recorded October 4, 2006, as DOCUMENT NO. 0627741132, Official Records of Cook 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 \$257,000.00, dated 10/27/09, in favor of Interbank Mortgage Company, 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 *\* Recorded at the Cook County Recorder's Office as Doc#*

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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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 said 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 upon 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 Mortgage 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 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

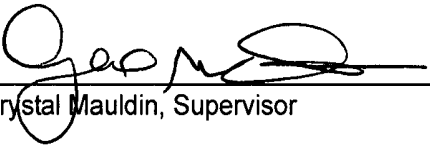
(d) An endorsement has been placed upon the note secured by the Mortgage first above mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the New Lender's Security Instrument in favor of New Lender above referred to.

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.

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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.

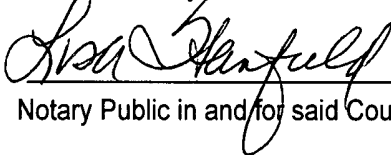
BY:   
Crystal Mauldin, Supervisor

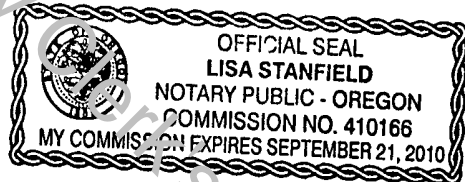
STATE OF: OREGON ) SS  
COUNTY OF: WASHINGTON )

On October 9, 2009 before me the undersigned, a Notary Public in and for said state personally appeared, Crystal Mauldin, Supervisor, 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:  
Crystal Mauldin  
18700 NW Walker Rd #92  
Beaverton, OR 97006

**Return to: Wells Fargo Bank, N.A.  
Attn: Doc. Management MAC B6955-011  
PO Box 31557  
Billings, MT 59107-1557**

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STREET ADDRESS: 1841 SOUTH CALUMET AVENUE UNIT 1210

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 17-22-310-015-1076

LEGAL DESCRIPTION: 17-22-310-015-1260

PARCEL 1:

UNIT 1210 AND GU-66, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST OF THE COMMON ELEMENTS IN THE MUSEUM PARK PLACE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THAT PART OF THE FOLLOWING DESCRIBED PARCELS, C, C-1, AND 3 ALL TAKEN TOGETHER, ALL IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCELS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL C:

THAT PART OF THE LANDS OF THE ILLINOIS CENTRAL RAILROAD COMPANY IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE WESTERLY RIGHT OF WAY LINE OF SAUD RAILROAD, AT THE INTERSECTION OF SAID LINE WITH THE NORTHERLY LINE OF 23RD STREET VIADUCT, SAID NORTHERLY LINE BEING 60 FEET (MEASURED PERPENDICULARLY) NORTHERLY OF AND PARALLEL WITH THE CENTER LINE OF THE EXISTING STRUCTURE; THENCE NORTH 16 DEGREES 37 MINUTES 38 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1500.00 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED; THENCE NORTH 73 DEGREES 22 MINUTES 22 SECONDS EAST, PARALLEL WITH SAID NORTHERLY LINE OF THE 23RD STREET VIADUCT, A DISTANCE OF 151.02; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EASTERLY, WITH A RADIUS OF 5738.60 FEET, THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 17 DEGREES 59 MINUTES 18 SECONDS WEST, A DISTANCE OF 240.13 FEET; THENCE NORTH 19 DEGREES 11 MINUTES 14 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 595.75 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EASTERLY TANGENT TO THE LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1928.20 FEET, THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 20 DEGREES 44 MINUTES 30 SECONDS WEST A DISTANCE OF 104.63 FEET TO THE EASTWARD EXTENSION OF THE NORTH LINE OF EAST 18TH STREET; THENCE SOUTH 89 DEGREES 59 MINUTES 21 SECONDS WEST ALONG SAID EASTWARD EXTENSION A DISTANCE OF 117.47 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF RAILROAD; THENCE SOUTH 16 DEGREES 43 MINUTES 49 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 908.58 FEET TO THE NORTH LINE OF EAST 20TH STREET; THENCE SOUTH 16 DEGREES 37 MINUTES 38 SECONDS EAST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 64.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL C-1:

THE SOUTH 55 FEET OF THAT PART OF LOT 1 LYING EAST OF CALUMET AVENUE, IN BLOCK 5 IN WILLIAM JONES ADDITION TO CHICAGO; THE NORTH 9 FEET OF THE SOUTH 64 FEET OF LOT 1 LYING EAST OF CALUMET AVENUE IN BLOCK 5 IN WILLIAM JONES ADDITION TO CHICAGO; THE NORTH 55 FEET OF LOT 1 LYING EAST OF CALUMET AVENUE IN BLOCK 5 IN WILLIAM JONES ADDITION TO CHICAGO; ALL THOSE PARTS OF LOTS 51, 52, AND 53 IN BLOCK 10 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD AND EAST OF CALUMET AVENUE AS NOW LAID OUT AND MARKED ON THE PLAT OF MEEKER'S ADDITION TO CHICAGO, ILLINOIS, AS LOT "AA", IN COOK COUNTY, ILLINOIS, AND DESCRIBED AS FOLLOWS, TO WIT: AN UNDIVIDED 1/2 OF ALL THAT PORTION OF THE ABOVE DESCRIBED PREMISES, LYING EAST OF THE NORTH 68 FEET OF LOT 6 IN CLARKE'S SUBDIVISION OF LOTS 51, AND 52 AND OTHER PROPERTY IN SAID BLOCK 10 INCLUDED BETWEEN 2 LINES RUNNING EAST AND WEST AND FORMED BY THE PROLONGING EASTWARDLY THE NORTH AND SOUTH LINES OF ORIGINAL LOTS 51 AND 52 IN; ALSO, ALL THAT PORTION OF THE REMAINDER OF THE PREMISES IN QUESTION FALLING WITHIN LOT 6 AND TO THE SOUTH 62 FEET OF SAID LOT 52; AND UNDIVIDED 1/2 OF THOSE PARTS OF LOTS 51, 52, AND 53 IN BLOCK 10 IS ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD AND EAST OF THE EAST LINE OF CALUMET AVENUE, AS NOW LAID OUT AND MARKED ON THE PLAT OF THE PLAT OF MEEKER'S ADDITION TO CHICAGO, AS LOT "AA", DESCRIBED AS ALL THAT PARTION LYING EAST OF THE NORTH 68 FEET OF LOT 6, IN CLARKE'S SUBDIVISION OF LOTS

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51 AND 56 AND THE NORTH 55 FEET OF LOTS 52 AND 55 OF SAID BLOCK 10 INCLUDED BETWEEN 2 LINES RUNNING EAST AND WEST AND FORMED BY PROLONGING EASTWARDLY THE NORTH AND SOUTH LINE OF SAID ORIGINAL LOTS 51 AND 55; IN COOK COUNTY, ILLINOIS;

ALSO

PARCEL THREE:

LOT 14 IN CULVER AND OTHES SUBDIVISION OF LOTS 2 AND 3 IN BLOCK 5 IN JONES ADDITION TO CHICAGO WITH LOTS 2 IN BLOCK 11 AND 3 AND 4 IN BLOCK 12 IN ASSESSOR'S DIVISION IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

THAT PART OF THE AFORESAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTWARD EXTENSION OF THE NORTH LINE OF EAST 18TH STREET WITH THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY, AFORESAID; THENCE SOUTH 16 DEGREES 42 MINUTES 49 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 215.27 FEET TO THE NORTH LINE OF MEEKER'S ADDITION TO CHICAGO, AFORESAID; THENCE SOUTH 89 DEGREES 58 MINUTES 39 SECONDS WEST, ALONG SAID NORTH LINE, 2.09 FEET TO THE EASTERLY LINE OF SOUTH CALUMET AVENUE; THENCE SOUTH 16 DEGREES 42'49" EAST, ALONG THE EASTERLY LINE OF SOUTH CALUMET AVENUE, 7.95 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16 DEGREES 42'49" EAST, ALONG THE EASTERLY LINE OF SOUTH CALUMET AVENUE, 218.34 FEET; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SOUTH CALUMET AVENUE, 57.16 FEET BEING THE ARC OF A CIRCLE, CONVEX TO THE EAST, HAVING A RADIUS OF 195.00 FEET AND WHOSE CHORD BEARS SOUTH 08 DEGREES 18'59" EAST A DISTANCE OF 56.95 FEET; THENCE SOUTH 00 DEGREES 04'52" WEST, ALONG THE EASTERLY LINE OF SOUTH CALUMET AVENUE 37.56 FEET, THENCE SOUTH 89 DEGREES 55'08" EAST, 1706 FEET; THENCE NORTH 73 DEGREES 16'26" EAST, 142.00 FEET TO THE EASTERLY LINE OF SAID TRACT; THENCE NORTH 19 DEGREES 11'14" WEST ALONG THE EASTERLY LINE OF SAID TRACT, 315.86 FEET; THENCE SOUTH 73 DEGREES 16'26" WEST, 125.53 FEET TO THE POINT OF BEGINNING, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0623316047, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-76, LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0623316047.