



Doc#: 0931415064 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/10/2009 02:20 PM Pg: 1 of 4

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001 1735938

Wells Fargo
2701 Wells Fargo Way
Minneapolis, MN 554

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 May 18, 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 Wells Fargo Bank, N. A., (hereinafter referred to as "New Lender"), on the other hand.

WITNESSETH

THAT WHEREAS, Gwendolyn J Rivers, Unmarried Person (hereinafter referred to as "Owner") did execute a Mortgage, dated June 23, 2005 to Wells Fargo Bank, N. A., as Mortgagee, covering that certain real property described as follows:

14 ILIAD Dr. Tinley IL 604774836
THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF
APN:

To secure a note in the sum of \$37,500.00, dated June 23, 2005, in favor of Wells Fargo Bank, N. A., which Mortgage was recorded July 14, 2005, as DOC. NO.: 0519611248, 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 \$199,500.00, dated _____, 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 Doc 0926415008 Recorded 9/21/2009

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

MJ
SA
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P-4
DW

UNOFFICIAL COPY

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 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 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:

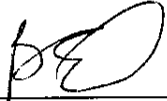
- (a) It consents to and approves (i) all provisions of the note and New Lender's Security Instrument in favor of New Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and New Lender for the disbursement of the proceeds of New 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.

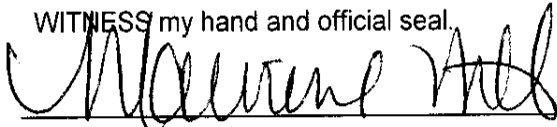
BY: 
Barbara Edwards, Work Director

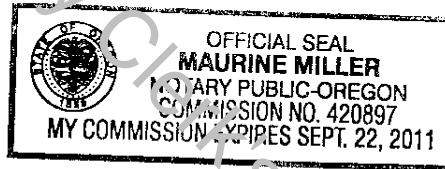
STATE OF: OREGON) SS
COUNTY OF: WASHINGTON)

On May 18, 2009 before me the undersigned, a Notary Public in and for said state personally appeared, Barbara Edwards, Work Director, 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:
Barbara Edwards
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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Exhibit "A" Legal Description

ALL THAT PARCEL OF LAND IN CITY OF , COOK COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 0519511244, ID# 31-07-405-077-0000, BEING KNOWN AND DESIGNATED AS LOT 16, 17, BLOCK 3, SECTION 7, THE ODYSSEY CLUB PHASE I.

THAT PART OF LOTS 16 AND 17 IN BLOCK 3 OF THE ODYSSEY CLUB PHASE I, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 89 DEGREES 58 MINUTES 36 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 76.26 FEET TO THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A PARTY WALL FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 36 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 31.17 FEET TO THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A PARTY WALL; THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS EAST, ALONG SAID CENTER LINE, 133.99 FEET; THENCE SOUTH 43 DEGREES 00 MINUTES 00 SECONDS WEST 35.34 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 36 SECONDS WEST 7.16 FEET TO THE NORTHERLY EXTENSION OF THE CENTER LINE OF A PARTY WALL; THENCE SOUTH 00 DEGREES 02 MINUTES 36 SECONDS EAST, ALONG SAID CENTER LINE 108.14 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

BY FEE SIMPLE DEED FROM MARY J SUTTON, AS TRUSTEE OF THE MARY J SUTTON REVOCABLE TRUST DATED OCTOBER 8, 1997 AS SET FORTH IN DOC # 0519511244 DATED 06/23/2005 AND RECORDED 07/14/2005, COOK COUNTY RECORDS, STATE OF ILLINOIS.

Tax ID: 31-07-405-077-0000

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Issued At: Registered Title Insurance Agent:

ServiceLink
4000 Industrial Blvd.
Aliquippa, PA 15001