

# UNOFFICIAL COPY

MAIL TO:

Wells Fargo Home Mortgage  
Attn: Lloyd Mac x3802-03A  
8480 Stagecoach Circle  
Frederick, Md. 21701



Doc#: 0935550024 Fee: \$40.00  
Eugene "Gene" Mocre RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/21/2009 12:10 PM Pg: 1 of 3

PREPARED BY  
WACHOVIA MORTGAGE  
CORPORATION

## Subordination Agreement

THIS AGREEMENT is made and entered into on this 30th day of November 2009 by Wachovia Mortgage Corporation (hereinafter referred to as "Beneficiary") in favor of, Wells Fargo Bank N.A., its successors and assigns (hereinafter referred to as Lender).

### WITNESSETH

WHEREAS, Wachovia Mortgage Corporation did loan Moyenda M. Knapp and Laurence F. Knapp ("Borrower") the sum of \$70,000.00 which loan is evidenced by a promissory note September 01, 2006 executed by Borrower in favor of Wachovia Mortgage Corporation, and is secured by a Deed of Trust/Mortgage even date therewith (the "Second Loan") covering the property described therein and recorded as Instrument Number 0626521168 Libor Page of the real property records in the office of County COOK State of ILLINOIS and

WHEREAS, Borrower has requested that Lender lend to it the sum of \$335,000.00 (the "loan"), such loan to be evidenced by the promissory note dated DECEMBER 7, 2009 executed by Borrower in favor of Lender and secured by a Mortgage of even date therewith (the "New Mortgage") covering in whole or in part of the property covered by the Mortgage: and

WHEREAS, Lender has agreed to make a loan to the Borrower, if, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage of Lender.

NOW, THEREFORE, in consideration of One Dollar and in consideration for the premises and for other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, and in order to induce Lender to make the Loan above referred to, Beneficiary agrees as follows:

1. The New Mortgage and the note secured thereby and the debt evidenced by such and any and all renewals and interest payable on all of said debt and on any and all such renewals and extensions shall be and retain at all times a lien or charge on the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of Beneficiary.

FORT DEARBORN LAND TITLE, LLC

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2. Beneficiary acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of Lender and that it understands 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 by Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement and all prior negotiations are merged into this agreement.

4. This agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties.

This Subordination Agreement shall become invalid in the event that the new first loan amount exceeds \$335,000.00

Beneficiary: Wachovia Mortgage Corporation

BY: Yvonne L. Mangum

ITS: Vice President

State of Maryland  
County of Fredenick

I, the undersigned authority, Notary Public in and for said County, in said State, hereby certify that Lorna C. Slaughter whose name as Vice President of Wachovia Mortgage Corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of said instrument, (s)he as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this the 30th day of November 2009.

Shirley Smalley  
Notary Public

My Commission Expires: 05/15/2013



My Comm. Exp. 05/15/2013

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File No.: 903351

## EXHIBIT A

Lot 22 in Block 6 in Skokie Highlands, a subdivision of the South West Quarter of the South West Quarter of Section 12, Township 42 North, Range 12, East of the Third Principal Meridian (except the right of way of the Chicago and Northwestern Railroad and Public Service Company of Northern Illinois) in Cook County, Illinois.

PIN: 04-12-306-022-0000

PROPERTY ADDRESS  
306 SOUTHGATE DRIVE  
NORTHBROOK, IL 60062

Property of Cook County Clerk's Office