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Doc#: 1008115053 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/22/2010 02:56 PM Pg: 1 of 4

Recording Requested By/Return To:
Wachovia Bank, N.A.
Attention: CPS3-VA0343
P.O. Box 50010
Roanoke, Virginia 24022

This Instrument Prepared by:
Wachovia Bank, N.A. / LISA SOWERS
Lending Solutions - VA - 0343
711 Plantation Road
Roanoke, Virginia 24019
Record and 76275025-02

**Recording Requested by &
When Recorded Return To:**
US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117
Parcel#: 18-02-309-018

55020891

[Space Above This Line for Recording Data]

2

Visit Number: 8882310790

**SUBORDINATION AGREEMENT
MORTGAGE**

Effective Date: February 15, 2010

Owner(s): Donald J Penn II
Elizabeth A Penn

Current Lien Amount \$ 10,000.00

Senior Lender: Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans Inc

Subordinating Lender: Wachovia Mortgage Corporation N.A.

Property Address: 4531 Custer Ave Lyons IL 60534

WB_SUBORDINATION ONLY_IL
9/17/2009

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S	Y
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S	N
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THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

Donald J Penn II and Elizabeth A Penn (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a MORTGAGE given by the Borrower, covering that real property, more particularly described as follows:

N/A

which document is dated the 18 day of September, 2007, which was filed in Instrument# 0729108034 at page n/a (or as No. n/a) of the Records of the Office of the Recorder of the County of Cook, State of Illinois (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to Donald J Penn II and Elizabeth A Penn (individually and collectively "Borrower") by Subordinating Lender (the "Line of Credit").

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$ 149,190.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

C. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, has set its hand and seal as of the Effective Date above unless otherwise indicated.

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SUBORDINATING LENDER:

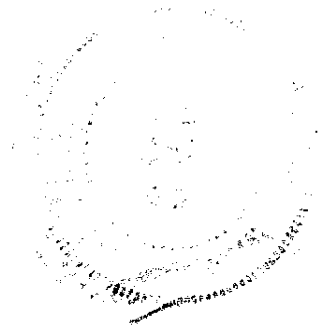
* Wachovia Mortgage Corporation N.A.

By *Lisa Sowers*
(Signature)

2-16-2010
Date

Lisa Sowers
(Printed Name) **Ast. Vice President**

(Title)



FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Virginia)
COUNTY OF Roanoke) ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 16th day of Feb. 2010, by Lisa Sowers, as AVP * (title) of the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Cheryl J. Cabell (Notary Public)

My Commission Expires: Aug 31, 2012
Cheryl J. Cabell

Property of Clerk's Office

CHERYL J. CABELL
Notary Public
Commonwealth of Virginia
345742
My Commission Expires Aug 31, 2012

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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 12-02-309-018-0000

Land Situated in the City of Lyons in the County of Cook in the State of IL

LOT 2 IN THE RESUBDIVISION OF LOT 48 IN H. O. STONE AND COMPANY'S 8TH ADDITION TO LYONS IN THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 3RD NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4531 Custer Avenue, Lyons, IL 60534



+U01184530+

1632 3/9/2010 76275025/2

Property of Cook County Clerk's Office