

UNOFFICIAL COPY



Recording requested by: LSI
When recorded return to :
Custom Recording Solutions
2550 N. Redhill Ave. 884670
Santa Ana, CA. 92705
800-756-3524 Ext. 5011

Doc#: 1019619081 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/15/2010 03:04 PM Pg: 1 of 4

This Instrument Prepared by:
Wells Fargo Barbara Edwards
P.O. Box 4149 MAC P6051-019
Portland, OR 97208-4149
1-800-945-3056

Parcel#: 09-23-323-029-0000

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX3558-1998

Reference Number: 112314862

SUBORDINATION AGREEMENT
MORTGAGE (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 5/21/2010

Owner(s): THOMAS L WEST

Current Lien Amount: \$50,000.00.

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 8532 W MADISON DR, NILES, IL 60714

SUBORDINATION ONLY_IL V1.0
0000000000033468

S
P
S
M
SC
E
INT

UNOFFICIAL COPY

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.

THOMAS L WEST, AN UNMARRIED PERSON (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 (With Future Advance Clause) given by the Borrower, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 23rd day of April, 2003, which was filed in Document ID# 0319906021 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 THOMAS L WEST (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$189,471.00 (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.

**Please record concurrently w/D. O.T.*
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.

UNOFFICIAL COPY

SUBORDINATING LENDER:

Wells Fargo Bank N.A.

By [Signature]
(Signature)

5/21/2010
Date

Barbara Edwards
(Printed Name)

Work Director
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

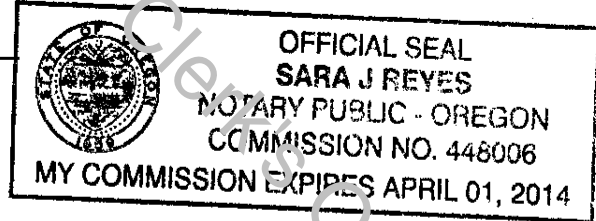
STATE OF OREGON)
) ss.
COUNTY OF WASHINGTON

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 21 day of may, 2010, by Barbara Edwards, as Work Director 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.

Sara J Reyes (Notary Public)

My Commission Expires: 4/1/14

Sara J. Reyes



UNOFFICIAL COPY

Order ID: 8846770

Loan No.: 0303241608

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot One Hundred Thirty Nine (139) in Greenwood Estates, Being a Subdivision in the East Half (1/2) of the Southwest Quarter (1/4) of Section 23, Township 41 North, Range 12, East of the Third Principal Meridian, according to plat thereof registered in the office of the registrar of titles of Cook County, Illinois, on August 1, 1958, as Document Number 1809899.

Assessor's Parcel Number: 09-7-3-323-029-0000

Property of Cook County Clerk's Office