

# UNOFFICIAL COPY

**Recording Requested By/Return To:**  
Wells Fargo  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-90900



Doc#: 1028805092 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/15/2010 02:14 PM Pg: 1 of 4

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

Parcel#: 19-31-407-065-0000

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX0648-1998

Reference Number: 142366561410

## SUBORDINATION AGREEMENT MORTGAGE (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 9/28/2010

Owner(s): FRANK J PAJAK  
MELANIE K SIEDLINSKI

Current Lien Amount: \$65,000.00.

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: 6611 W 86TH ST, BURBANK, IL 60459

SUBORDINATION ONLY\_IL V1.0  
000000000115460

Page 1 of 3

Handwritten notations: S, P, S, SC, INTM, and a large signature.

# 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.

MELANIE K SIEDLINSKI, AND FRNK J PAJAK, JOINT TENANTS (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 Owner, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 20th day of February, 2003, which was filed in Document ID# 0335216037 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 FRANK J PAJAK and MELANIE K SIEDLINSKI (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 \$257,800.00 (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.



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: LOT 69 (EXCEPT THE EAST 100 FEET AND EXCEPT THE WEST 100 FEET ) IN BARTLETT'S FIRST ADDITION TO FREDRICK H. BARTLETT'S 79TH STREET ACRES, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 19-31-407-065-0000 Vol. 0191

Property Address: 6611 West 86th Street, Burbank, Illinois 60459

Property of Cook County Clerk's Office