

# UNOFFICIAL COPY

**Recording Requested By/Return To:**

Wells Fargo  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9090



Doc#: 1029816033 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/25/2010 11:26 AM Pg: 1 of 4

Doc#: 1022105261 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/09/2010 02:08 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#: 17-22-110-117-0000

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX4140-1998

Reference Number: 578131431530512

650 8054140-1

**SUBORDINATION AGREEMENT  
SHORT FORM DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 7/19/2010

Owner(s): CORY ANDRESEN

Rerecording to correct recital information.

**FIRST AMERICAN**

File # 20371916

Current Lien Amount: \$55,500.00.

Senior Lender: Fifth Third Bank

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: 1235 S PRAIRIE AVE PRIV 1705, CHICAGO, IL 60605

**AS RECORDED CONCURRENTLY HERewith**

Mortgage Doc# 1022105261

SUBORDINATION ONLY\_IL V1.0  
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P Y  
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SC Y  
INT Y  
E Y

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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.

CORY ANDRESEN, DIVORCED AND NOT SINCE REMARRIED (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 Short Form Deed Of Trust (With Future Advance Clause) given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

**\*0805605111**

which document is dated the 15th day of February, 2008, which was filed in Document ID# ~~2006000800594~~ 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 CORY ANDRESEN (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 \$416,900.00 (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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## EXHIBIT A

## LEGAL DESCRIPTION

Legal Description: PARCEL 1:

UNITS 1705 AND GU-311, IN THE TOWER RESIDENCES CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 IN KILEY'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LAND PROPERTY AND SPACE IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOT 1 IN KILEY'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LAND PROPERTY AND SPACE IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 25.18 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 14.88 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY) AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE THEREOF, 19.36 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 26.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 04 MINUTES 10 SECONDS WEST, 36.31 FEET; THENCE NORTHERLY 13.18 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 136.51 FEET, CONVEX WESTERLY, AND WHOSE CHORD BEARS NORTH 13 DEGREES 48 MINUTES 32 SECONDS WEST A DISTANCE OF 13.17 FEET; THENCE NORTH 70 DEGREES 29 MINUTES 29 SECONDS EAST, 0.41 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 45 SECONDS EAST, 5.41 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 25 SECONDS WEST, 1.13 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 00 SECONDS EAST, 1.72 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 42 SECONDS EAST, 2.94 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 47 SECONDS EAST, 2.79 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 25 SECONDS WEST, 9.70 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST, 1.41 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS EAST, 0.41 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 8.87 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 18 SECONDS WEST, 0.83 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, 3.88 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 10 SECONDS EAST, 1.99 FEET; THENCE NORTH 89 DEGREE 48 MINUTES 37 SECONDS EAST, 14.33 FEET; THENCE NORTH 00 DEGREES 18 SECONDS 17 MINUTES EAST, 1.69 FEET; THENCE NORTH 89 DEGREE 52 MINUTES 08 SECONDS EAST, 14.45 FEET; THENCE SOUTH 00 DEGREE 11 MINUTES 08 SECONDS EAST, 5.26 FEET; THENCE SOUTH 89 DEGREE 49 MINUTES 40 SECONDS EAST, 14.33 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 47 SECONDS WEST, 25.19 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 13 SECONDS EAST, 5.67 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 07 SECONDS WEST, 8.32 FEET; THENCE WESTERLY 70.75 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 128.18 FEET, CONVEX SOUTHERLY, AND WHOSE CHORD BEARS SOUTH 89 DEGREES 59 MINUTES 01 SECONDS WEST A DISTANCE OF 69.65 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0613532041, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-111, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0613532041.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY FOR PEDESTRIAN AND LIMITED VEHICULAR INGRESS AND EGRESS AS CREATED BY GRANT OF ACCESS EASEMENT AND AGREEMENT FOR USE AND MAINTENANCE OF EASEMENT PARCEL RECORDED JULY 27, 2000 AS DOCUMENT NUMBER 00570791 MADE BY CHICAGO TITLE TRUST NUMBER 1080000 AND MUSEUM PARK EAST, LLC. AND AMENDED BY DOCUMENT RECORDED APRIL 24, 2002 AS NUMBER 0020470285.

Permanent Index #'s: 17-22-110-125-1111 Vol. 0512 and 17-22-110-125-1597 Vol. 0512 ✓

Property Address: 1235 South Prairie, Unit 1705, Chicago, Illinois 60605 ✓