UNOFFICIAL COPY

CITYWIDE

850 W. JACKSON BLVD., SUITE 320 CHICAGO, IL 60607

Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-90900

This Instrument Prepared by:

Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149 1-800-945-2 150

Doc#: 1032740215 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/23/2010 11:32 AM Pg: 1 of 4

Parcel#: 07-24-302-016-1253

2/2

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX5637-0001

Reference Number: 528818121703519

SUBORDINATION AGREEMENT LINE OF CRE DIT MORTGAGE Juny Clart's

Effective Date: 9/9/2010

Owner(s):

MICHAEL J PROSEN

Current Lien Amount: \$29,250.00.

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 tien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 228 SCARSDALE CT, SCHAUMBURG, IL 60193

SUBORDINATION ONLY IL VI.0 0000000000101845

Page 1 of 3

1032740215 Page: 2 of 4

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.

MICHAEL J PROSEN AN UNMARRIED MAN (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 Line Of Credit Mortgage given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 16th day of June, 2006, which was filed in Document ID# 0618011055 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 MICHAEL J PROSEN (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to nake a new loan or amend an existing loan in the original principal amount NOT to exceed \$158,500.00 (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 tuture 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, e.e. tio 1 or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents and laffect 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.

Page 2 of 3

SUBORDINATION ONLY_IL V1.0 00000000000101845

1032740215 Page: 3 of 4

UNOFFICIAL COPY

SUBORDINATING LENDER:	
Wells Fargo Bank, N.A.	
BY C	<u>9/9/2010</u>
(Signature)	Date
Christopher L. Wheeler	
(Printed Name)	
Officer	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Virginia	
COUNTY OF Roanoke) ss.	
The foregoing Subordination Agreement was acknowledged before me, a not	ary public or other official qualified to
administer oaths this 9 day of 5pt, 2010, by Unrist opher	
Subordinating Lender named above, of behalf of said Subordinating Lender	pursuant to authority granted by its
	C C1 ' // ' J = -4'4
her these (Notary Public)	
(Notary Tubile)	
	~/_,
	0.0
	U _S
	ory proof of his/her identity.
	C



Embossed Hereon is My Commonwealth of VA Notary Public Seal - City - Hynchburg My commission expires 01:01/2012 Cheryl J. Cabell ID # 340142

_.1032740215 Page: 4 of 4

UNOFFICIAL COPY

Exhibit A

Reference Number: 528818121703519

Legal Description:

Unit No. 5-10-123-L-A-1 and Garage Unit No. G5-10-123-L-A-1, together with its undivided percentage interest in the common elements in Lexington Green Condominium 2, as delineated and defined in the Declaration recorded as Document no. 23863382, as amended from time to time, in the Southwest Quarter of the Southwest the pouth 1.

Doubty Illi.

Clark's Office Quarter (except the South Half) of Section 24, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.