## **UNOFFICIAL COPY**

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 1-800-945-3056

850 W JACKSON SLYD, SUITE 320 CHICAGO IL 60607

Parcel#: 05-28-306-026

Space Above This Line for Recording Data

Account #: XXX-XXX-XXX7421-1998

Reference Number: 163586802237415

SUBORDINATION AGREEMENT FOR MORTGAGE (WITH FUTURE ADVANCE CLAUSE) JUNIL CLOPA'S

Effective Date:

10/28/2010

Owner(s):

SUSAN M PARKER DAVID T PARKER

Current Lien Amount: \$148,000.00.

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 Ten 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: 2018 GREENWOOD AVE, WILMETTE, IL 60091-0000

SUBORDINATION ONLY IL 000000000144985

Page 1 of

1035026109 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 12/16/2010 10:45 AM Pg: 1 of 4

\_\_ 1035026109 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.

DAVID T. PARKER, AND SUSAN M. PARKER, HUSBAND AND WIFE (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) (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

#### See Attached See Exhibit A

which document is dated the 27th day of January, 2006, which was filed in Document ID# 0615106043 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 secures repayment of a debt evidenced by a note or a line of credit agreement extended to SUSAN M PARKER and DAVID T PARKER (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 \$393,000.00 (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.

SUBORDINATION ONLY\_IL 0000000000144985

......1035026109 Page: 3 of 4

# **UNOFFICIAL COPY**

SUBORDINATING LENDER:	
Wells Fargo Bank, N.A.	
By Haller lu-	<u>10/28/2010</u>
(Signature)	Date
Gabe Georgescu	
(Printed Name)	
Supervisor	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon )	
COUNTY OF Washington )	
The foregoing Subordination Agreement was acknowledged before me, a notary	public or other official qualified to
administer oaths this <u>Zeday of Cett</u> , <u>ZOD</u> , by Gabe Georgesco Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender p Board of Directors. S/he is personally known to me or has produced satirfactory	oursuant to authority granted by its
Klbeccaaley (Notary Public)	
	Q/T/
	:9595555555555555555555555555555555555
	C FFIC AL SEAL

1035026109 Page: 4 of 4

# **UNOFFICIAL COPY**

#### Exhibit A

Reference Number: 163586802237415

Legal Description:

The West 50 feet of Lot 9 in Manus Shore Lake Highlands, being a subdivision in the Southwest ¼ of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Pin: 05-28-306-028-9000

Ave Wiln.

Cook

Column Cook

Cook

Column Cook

Coo Address: 2018 greenwo 1 Ave Wilmette IL 60091