

# UNOFFICIAL COPY

**Recording Requested By/Return To:**

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



Doc#: 1101112228 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/11/2011 01:30 PM Pg: 1 of 6

**This Instrument Prepared by:**

Wells Fargo  
P.O. Box 4149 MAC P6051-019  
Portland, OR 97208-4149  
1-800-945-3055

05713

Parcel#: 14-31-316-042-0000

MIN # 100196368001209983

[Space Above This Line for Recording Data]

MERS Telephone # 1-(888) 679-6377

Account #: XXX-XXX-XXX9634-0001

Reference Number: 415610991549113

## SUBORDINATION AGREEMENT FOR MORTGAGE

Effective Date: 11/16/2010

Owner(s): ANTHONY LEHNEN

**BOX 441**

Current Lien Amount: \$50,000.00.

Senior Lender: Wells Fargo Bank, N.A.

Subordinating Lender: Wells Fargo Bank, N.A. For MERS As Current Trustee W/ Assignment: AS ASSIGNEE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC WHOSE NOMINEE IS GUARANTEED RATE, INC.

*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: 1840 N HOYNE AVE, CHICAGO, IL 60647

SUBORDINATION ONLY\_IL MERS  
000000000158365

Page 1 of 3

5/16/11  
S/N  
SCY  
INT 10

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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.

ANTHONY LEHNEN, 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 Mortgage (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 6th day of April, 2007, which was filed in Document ID# 0711042019 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 ANTHONY LEHNEN (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 \$433,600.00 (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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**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

Mortgage Electronic Registration Systems, Inc.

[Signature]  
(Signature)

[Signature]  
(Signature)

Barbara Edwards  
(Printed Name)

Tom Gilroy  
(Printed Name)

Work Director  
(Title)

Assistant Vice President  
(Title)

11/16/2010  
(Date)

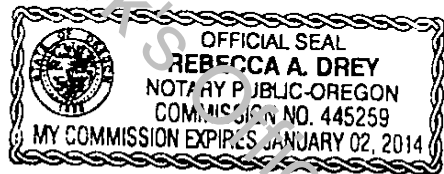
11/16/2010  
(Date)

**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 16 day of Nov, 2010, by Barbara Edwards, as Work Director, and Tom Gilroy, as Assistant Vice President of Wells Fargo Bank, N.A., the Subordinating Lender, 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.

Rebecca Drey (Notary Public)



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**Exhibit A**

Reference Number: 415610991549113

**Legal Description:**

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

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**For An Individual Trustee Borrower:**

Illinois Notary Public Act

State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (name/s of person/s) as  
\_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.) of  
\_\_\_\_\_ (name of party on behalf of  
whom instrument was executed).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

Property of Cook County Clerk's Office

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## EXHIBIT "A"

### PROPERTY DESCRIPTION

The land referred to in this Policy is described as follows:

LOT 5 IN THE SUBDIVISION OF LOTS 25 TO 29 AND THE NORTH 1/2 OF LOT 30 IN BLOCK 17 IN PIERCE'S ADDITION TO HOLSIENT IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1840 North Hoyne Avenue, Chicago, IL 60647

14-31-316-042-0000

Property of Cook County Clerk's Office