

File # 2117252  
2012

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



Doc#: 1101412094 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/14/2011 10:28 AM 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#: N/A

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX6782-0001

Reference Number: 388847901910511

**SUBORDINATION AGREEMENT FOR  
MORTGAGE (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 12/21/2010

Owner(s): KATHERYN N LEBEDA

Current Lien Amount: \$52,650.00.

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: 2029 N. RACINE, CHICAGO, IL 60614

SUBORDINATION ONLY\_IL  
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SC Y  
INT 12

# 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.

KATHRYN N LEBEDA, AN UNMARRIED WOMAN (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 26th day of October, 2005, which was filed in Document ID# 0532543210 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 KATHRYN N LEBEDA (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 \$260,600.00 (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.

*Recorded Concurrently Herewith*

**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: LOTS 35, 36 AND 37 (EXCEPT THE NORTH 10 FEET OF SAID LOT 37) IN BLOCK 7 IN MORGAN SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF BLOCK 10 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AETNA BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1973 AND KNOWN AS TRUST NUMBER 10-1775 RECORDED JULY 14, 1978 AS DOCUMENT 24535047 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DESCRIBED IN SAID DECLARATION (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 14-22-221-041-1009 Vol. 0492

Property Address: 2029 North Racine Avenue, Unit 3A, Chicago, Illinois 60614

Property of Cook County Clerk's Office