UNOFFICIAL COPY

TITLE CORPORATION

350 W. JACKSON BLVD., SUITE 320 HICAGO 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 1-800-945-3056

Doc#: 1106111073 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 03/02/2011 11:26 AM Pg: 1 of 7

Parcel#: 01-24-100-033-1008

Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX2326-1998

Reference Number: 160120982135517

SANTO

SUBORDI (A'TION AGREEMENT FOR MODIFICATION OF LINE OF CREDIT MORTGAGE

Effective Date: 1/26/2011

Owner(s):

SANDRA KELLER

JOHN D KELLER, TRUSTEE

Current Line of Credit Recorded Commitment \$250,000.00 being reduced to \$100,730.00

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 Ven 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: 1115 JONATHAN DRIVE, INVERNESS, IL 60010-0000

SUBMOD IL 000000000198998 Page 1 of 5

1106111073 Page: 2 of 7

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.

JOHN D. KELLER 1197 DECLARATION OF TRUST DATED FEBRUARY 10, 1977 (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 (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Attached See Exhibit A

which doc'...'en' is dated the 25th day of May, 2007, which was filed in Document ID# 0718760028 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 JOHN D KELLER SANDRA KELLER (individually and collectively "Borrower") by 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 \$368,000.00 (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 (xc/e's 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 for h 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 it me future be secured by the Existing Security Instrument.

B. Agreement to Change Credit Limit

Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Borrower's revolving Line of Credit from \$250,000.00 to \$100,750.00.

By signing this Agreement below, the Borrower agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$250,000.00 to \$100,750.00.

C. 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.

SUBMOD_IL 0000000000198998

Page 2 of 5

1106111073 Page: 3 of 7

UNOFFICIAL COPY

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

D. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

Wells Fargo Book, N.A.	
wells raise by the research	
By (Signature)	1/26/2011 Date
(Signature)	
Barbara Edwards	_
(Printed Name)	
Work Director	
(Title)	-
00/4 C	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon))ss.	
COUNTY OF Washington)	· Car
The foregoing Subordination Agreement was acknowledged before me, a notar	y public or other official qualified to
	rds, as Wor Director of Wells Fargo pursuant to auth/rity granted by its
(Notary Public)	100
	OFFICIAL SEAL NICOLE ANN MOORE NOTARY PUBLIC - OREGON COMMISSION NO. 451794

--- 1106111073 Page: 4 of 7

UNOFFICIAL COPY

BORROWER(S): I received and read a completed agree to all its terms.	copy of this Modification Agreement before I signed it. I
Mu P. Kels	<u> </u>
(Signature) JOHNO KELLER	(Date)
(Signature) SANDRA KELLER	(Date)
(Signature)	(Date)
acknowledges this Modification Agreement and ig	where the Line of Credit Agreement, the undersigned hereby to its terms, and a receipt of a copy of the same. 1-26-201/ (Date)
(Signature) SANDRA KELLEER	(Date)
(Signature) JOIN D KELLER, TRUSTEE	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	([rate)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)

1106111073 Page: 5 of 7

UNOFFICIAL COPY

For An Individual Acting in His/Her	Own Right:
Illinois Notary Public Act	
State of <u>Filinois</u>	
County of WPage	
This instrumers was acknowledged before Kell	gre me on <u>Tan. 26</u> (date) by <u>John Keller</u>
O _A	(name/s of person/s).
NO PER STANDED	(Signature of Notary Public)
Scal) "OFFICIAL SEAL" Holly Cholewa Notary Public, State of Illinois Commission Expires 8/15/201	County Clark's Office
	TCOL
	C)
	74,
	Co
	•

1106111073 Page: 6 of 7

UNOFFICIAL COPY

For An Individual Trustee Borrower:	
Illinois Notary Public Act	
State of	
This instrument was acknowledged before me on	Tun. 26, 2011 (date) by
Trustee	(name/s of person/s) as (type-of-anthority, e.g., officer, trustee, etc.) of
whom instrunct, it was executed).	(name of party on behalf of
	(Signature of Notary Public)
(Seal) "OFFICIAL SEAL" Holly Cholewa Notary Public, State of Hilmois Commission Expires 8/15/201	Of County Clarks Office

1106111073 Page: 7 of 7

File No.: 152784

UNOFFICIAL COPY

EXHIBIT A

Being Unit #69, in The Estates at Inverness Ridge Condominiums, as delineated on a plat of survey of the following described tract of land: Lot 1, in the Estates at Inverness Ridge—Unit 1, being a subdivision of part of the West half of Section 24, Township 42 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded April 11, 2001 as document no. 00101292526; which survey is attached as Exhibit "B" to the Declaration of Condominium Ownership recorded October 2, 2002 as document no. 0021080525, as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Pin: 01-24-100-048-1058

Ac Jonathan OR COOK COUNTY CLERK'S OFFICE Address: 11:15 onathan Drive Inverness IL 60010