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Cook County Recorder of Deeds
Date: 03/31/2011 03:06 PM Pg: 1 of 4

This Instrument Prepared by:
Wells Fargo / Barbara Edwards
P.O. Box 4149 MAC P6051-019
Portland, OR 97208-4149
1-800-945-3056

Parcel#: 01-35-205-016-0000

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX2933-1998

Reference Number: 54403810641412

**SUBORDINATION AGREEMENT FOR
LINE OF CREDIT MORTGAGE**

Effective Date: 1/7/2011

Owner(s): JOSE R FIGUEROA JR
LISA A FIGUEROA

Current Lien Amount: \$290,000.00.

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 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: 26 WESCOTT LANE, BARRINGTON, IL 60010

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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.

JOSE R FIGUEROA JR AND LISA A FIGUEROA, 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 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

Rec. 10/14/2008
 which document is dated the 3rd day of October, 2008, which was filed in Document ID# 0828850049 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 JOSE R FIGUEROA JR and LISA A FIGUEROA (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 \$410,619.00 (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.

DD: 04/30/2010 Rec: 05/11/2010 Inst. # 10/31/5050
 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.

By [Signature]
(Signature)

1/7/2011
Date

Barbara Edwards
(Printed Name)

Work Director
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon, }
COUNTY OF Washington } ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 7 day of Jan, 2011, by Barbara Edwards, as Work Director 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.

[Signature] (Notary Public)
Jackie R. Perry



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Order ID: 8339684

Loan No.: 0281762328

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Parcel 1: Lot 105 in the Glen of South Barrington, Unit Number 4, being a subdivision of part of the Northeast 1/4 of Section 35, Township 42 North, Range 9, East of the third principal meridian, according to the plat thereof recorded April 8, 1988 as Document 88147729, in Cook County, Illinois.

Parcel 2: Easement appurtenant to and for the benefit of Parcel One, as granted by the Glen of South Barrington property owner's association recorded June 21, 1988 as Document 88270296 for ingress and egress over Outlots M, N and O and Westcott Drive, a private road, together with any and all other private street as set forth in the Glen of South Barrington declaration of covenants, restrictions and easements, recorded April 7, 1978 as Document 24393997 as supplemented from time to time.

Assessor's Parcel Number: 01-35-205-016-0000

Property of Cook County Clerk's Office