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Recording requested by: LSI When recorded return to: **Custom Recording Solutions** 5 Peters Canyon Road Suite 200 Irvine, CA 92606 \\\ \| 800-756-3524 Ext. 5011 This Instrument Prepared by:

Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149 1-800-945-3056

Barbaru Edward S

Doc#: 1109717018 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 04/07/2011 09:19 AM Pg: 1 of 4

Parcel#: 03-29-106-100

[Srace Above This Line for Recording Data]

Account #: XXX-XXX-XXX9910-1998

Reference Number: 402848011447316

SUBORDINATION AGREEMENT FOR LINE OF CREDIT MORTGAGE

Effective Date: 2/17/2011

Owner(s):

**BRUCE C RICHARDSON** PATRICIA MCGEADY

Current Lien Amount: \$104,600.00.

Senior Lender: Wells Fargo Bank, N. A.

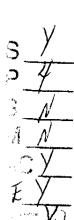
Subordinating Lender: Wells Fargo Bank, N.A.

JUNIL CLORKS 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: 941 NORTH DUNTON AVE, ARLINGTON HEIGHTS, IL 60004-0000

SUBORDINATION ONLY IL 0000000000207506

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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.

BRUCE C RICHARDSON AND PATRICIA MCGEADY 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

which document is dated the 18th day of June, 2008, which was filed in Document ID# 0817705160 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 BRUCE C RIC, IARDSON and PATRICIA MCGEADY (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 \$404,134.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on up. Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceed 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 the results Agreement.

**NOW, THEREFORE**, for and in consideration of the pove 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 Socurity 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 fature 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, ciexten or non-election by New Lender or the trustec(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 00000000000207506

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| SUBORDINATING LENDER:  |  |
|--|--|
| Wells Fargo Bank, N.A.   |  |
| By   | <u>2/17/2011</u>   |
| (Signature)  | Date   |
| Barbara Edwards  |  |
| (Printed Name)   | <del></del>  |
| Work Dire, tor   |  |
| (Title)  |  |
| FOR NOTARIZATION OF LENDERS PERSONNEL                                  |  |
| STATE OF Oregon  |  |
| COUNTY OF Washington )   |  |
|  |  |
| The foregoing Subordination Agreement was acknowledged before me, a no | tary public or other official qualified to   |
|  | wards, as Work Director of Wells Farge   |
| (Notary Public)  | $C_{\lambda}$  |
| Ni we Ann Moore  | OFFICIAL SEAL  NI COLE ANN MOORE  NOTARY PUBLIC - OREGON  COMMISSION NO. 451794  MMISSION EXPIRES AUG JST 26, 2014 |

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Order ID: 11162874

Loan No.: 0319977088

#### **EXHIBIT A LEGAL DESCRIPTION**

The following described property:

Lot 22, Loc 23 and Lot 24 in Block 3 in Cone's Subdivision of Lots 1 and 2 of the Subdivision of the Northwest 1/4 of Section 29, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. nter: 03-29-

Assessor's Parcel Number: 03-29-106-100