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Cook County Recorder of Deeds  
Date: 06/08/2011 03:02 PM Pg: 1 of 5

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

Barbara Edwards

CP  
Parcel#: ~~N/A~~  
14-33-3100-023-0000

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX9948-1998

Reference Number: 9031853726

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

Effective Date: 4/11/2011

Owner(s): ADAM OYEBANJI  
BARBARA ANN SCHENKENBERG

Current Lien Amount: \$74,025.00.

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: 1635 N VINE ST, CHICAGO, IL 60614

SUBORDINATION ONLY\_IL  
000000000224559

Page 1 of 3

S yes  
P 5  
S N  
M N  
SC yes  
E yes  
INT yes

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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.

ADAM OYEBANJI, AND BARBARA ANN SCHENKENBERT, 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 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

*Recorded: 05/16/2003*  
which document is dated the 9th day of April, 2003, which was filed in Document ID# 0313633278 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 ADAM OYEBANJI and BARBARA A SCHENKENBERG (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 \$333,368.00 (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.

*TO Be Recorded concurrently with mortgage dated 05/31/2011.*  
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)

4/11/2011  
Date

Barbara Edwards  
(Printed Name)

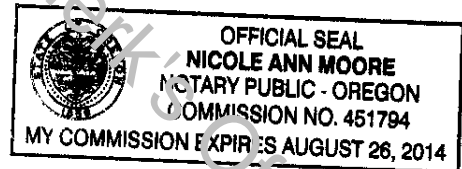
Work Director  
(Title)

**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 11 day of April, 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. She is personally known to me or has produced satisfactory proof of his/her identity.

*[Signature]*  
Nicole Ann Moore  
(Notary Public)



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Order ID: 11494594

Loan No.: 0322640699

## EXHIBIT A LEGAL DESCRIPTION

The following described property:

### Parcel 1:

That part of the following two parcels of land taken as a single tract, to wit; Lots 28, 29, 30, 31, 40, 41, and 42 in the subdivision of the east 1/2 of Lots 2, 3, and (except the south 82 feet of the east 100 feet) of Lot 4 in Block 1 in Sheffield's Addition to Chicago, in the west 1/2 of the southwest 1/4 of Section 33, Township 40 north, Range 14 east of the Third Principal Meridian, in Cook County, Illinois and Lots 5 to 20, both inclusive, (except the part of said Lots 5 to 20, described as follows: commencing at the southwest corner of said Lot 5; thence east along the south line of said Lot 5, a distance of 88.43 feet to a corner of said Lot 5; thence northeasterly along the southeasterly line of said Lot 5, a distance of 14.10 feet to the east line of said Lot 5; thence north along the east line of said Lots 5 to 20, to the northeast corner of said Lot 20; thence west along the north line of said Lot 20 to a line 1 foot west of and parallel with the said east line of Lot 20; thence south along a line 1 foot west of and parallel with the east line of said Lots 5 to 20 to a line 1 foot northwesterly of and parallel with the said southeasterly line of Lot 5; thence southwesterly along said line 1 foot northwesterly of and parallel with the said southeasterly line of Lot 5 to a line 1 foot north of and parallel with the south line of said Lot 5; thence west along said line 1 foot north of and parallel with the south line of said Lot 5 to the west line of said Lot 5; thence south along said west line of Lot 5 to the point of beginning), in the subdivision of Lot 6 and the east 23 feet of Lot 7 in Block 1 in Sheffield's Addition to Chicago in the west 1/2 of the southwest 1/4 of Section 33, Township 40 north, Range 14 east of the Third Principal Meridian, bounded and described as follows:

Beginning at a point 279.53 feet south and 12.19 feet east of the northwest corner of said described tract of land, as measured along the west line of said tract and along a line at right angles thereto (said west line having an assumed bearing of due north for this legal description); thence north 90 degrees east, 25.51 feet; thence due north, 0.35 feet; thence north 90 degrees east, 16.40 feet; thence due south, 16.88 feet; thence south 90 degrees west, 40.89 feet; thence due north, 15.95 feet; thence south 90 degrees west, 1.08 feet; thence due north, 0.58 feet to the place of beginning, in Cook County, Illinois

### Parcel 1"A":

Easements appurtenant to and for the benefit of parcel 1, aforesaid, as set forth in declaration made by American Bank and Trust Company of Chicago, a National Banking Association April 14, 1977 and known as trust number 40382 dated January 1, 1978 and recorded January 26, 1978 as document number 243 01534 and filed as document LR2996071 as created by deed from American National Bank and Trust Company and known as Trust number 40382 to Allen Sincox and Doris Sincox Dated March 1, 1978 and recorded April 14, 1978 as Document 24403368 for purposes of ingress and egress in Cook County, Illinois.

Limited common area no. 18 described as follows:

A parcel of land being that part of a hereinafter described tract of land Bounded and described as follows; commencing at the northwest corner of said Tract; thence south 00 degrees 00 minutes 00 seconds west along the west line of Said tract, 273.73 feet to a point for a place of beginning of said parcel of Land;

Thence north 90 degrees 00 minutes 00 seconds east, 12.19 feet;  
Thence south 00 degrees 00 minutes 00 seconds west, 6.38 feet;  
Thence north 90 degrees 00 minutes 00 seconds east, 1.08 feet;  
Thence south 00 degrees 00 minutes 00 seconds west, 15.95 feet;

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Thence south 90 degrees 00 minutes 00 seconds west, 13.27 feet

To the west line of said tract; thence north 00 degrees 00 minutes 00 seconds East along said west line, 22.33 feet to the point of beginning, the Aforementioned tract of land being Lots 28, 29, 30, 31, 40, 41 and 42 in the Subdivision of the east 1/2 of Lots 2, 3 and (except the south 82 feet of the East 100 feet) of Lot 4 in Block 1 in Sheffield's Addition to Chicago in the West 1/2 of the southwest 1/4 of Section 33, Township 40 north, Range 14 east of The third Principal Meridian, together with Lots 5 to 20, both inclusive, (except the part of said Lots 5 to 20.

## Parcel G-13

A parcel of land described as follows: commencing at the northwest corner of a hereinafter described tract of land; thence south 00 degrees 00 minutes 00 seconds west along the west line of said hereinafter described tract, 296.06 feet; thence north 90 degrees 00 minutes 00 seconds east at right angles to said last described line, 3.10 feet to a point for a place of beginning of said parcel of land;

Thence north 90 degrees 00 minutes 00 seconds east, 12.97 feet;  
Thence south 00 degrees 00 minutes 00 seconds west, 21.00 feet; Thence south 90 degrees 00 minutes 00 seconds west, 12.97 feet; Thence north 00 degrees 00 minutes 00 seconds east, 21.00 feet

To the point of beginning of said parcel of land, the aforementioned tract of land being Lots 28, 29, 30, 31, 40, 41, and 42 in the subdivision of the east 1/2 of Lots 2, 3, and (except the south 82 feet of the east 100 feet) of Lot 4 in Block 1 in Sheffield's Addition to Chicago, in the west 1/2 of the southwest 1/4 of Section 33, Township 40 north, Range 14 east of the Third Principal Meridian, in Cook County, Illinois and Lots 5 to 20, both inclusive, (except the part of said Lots 5 to 20, described as follows:: Commencing at the southwest corner of said Lot 5; thence east along the south line of said Lot 5, a distance of 88.43 feet to a corner of said Lot 5; thence northeasterly along the southeasterly line of said Lot 5, a distance of 14.10 feet to the east line of said Lot 5; thence north along the east line of said Lots 5 to 20, to the northeast corner of said Lot 20; thence west along the north line of said Lot 20 to a line 1 foot west of and parallel with the said east line of Lot 20; thence south along a line 1 foot west of and parallel with the east line of said Lots 5 to 20 to a line 1 foot northwesterly of and parallel with the said southeasterly line of Lot 5; thence southwesterly along said line 1 foot northwesterly of and parallel with the said southeasterly line of Lot 5 to a line 1 foot north of and parallel with the south line of said Lot 5; thence west along said line 1 foot north of and parallel with the south line of said Lot 5 to the west line of said Lot 5; thence south along said west line of Lot 5 to the point of beginning), in the subdivision of Lot 6 and the east 23 feet of Lot 7 in Block 1 in Sheffield's Addition to Chicago in the west 1/2 of the southwest 1/4 of Section 33, Township 40 north, Range 14 east of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel Number: 14-33-316-023-0000