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Doc#: 1118149012 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/30/2011 02:45 PM Pg: 1 of 4

Recording Requested By/Return To:

Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

This Instrument Prepared by:

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

FIT 11014328
②/2

Parcel#: N/A

MIN # 100196368000386402

[Space Above This Line for Recording Data]

MERS Telephone # 1-(888) 679-6377

Account #: XXX-XXX-XXX9178-0001

Reference Number: 591652322153

**SUBORDINATION AGREEMENT FOR
ILLINOIS HOME EQUITY LINE OF CREDIT MORTGAGE (SECURING FUTURE ADVANCES)**

Effective Date: 6/10/2011

Owner(s): MARC D AROSTEGUI

Current Lien Amount: \$18,300.00.

Senior Lender: Wells Fargo Bank, N.A.

Subordinating Lender: Wells Fargo Bank, N.A. AS ASSIGNEE OF GUARANTEED RATE, INC WHOSE
NOMINEE IS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC

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: 1704 N 73RD CT, ELMWOOD PARK, IL 60707

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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.

MARC D. AROSTEGUI, AN UNMARRIED MAN (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 Illinois Home Equity Line Of Credit Mortgage (Securing Future Advances) (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 9th day of March, 2005, which was filed in Document ID# 0507505317 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 MARC D AROSTEGUI (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 \$188,000.00 (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 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.

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.

Mortgage Electronic Registration Systems, Inc.



(Signature)



(Signature)

Barbara Edwards

(Printed Name)

Tom Gilroy

(Printed Name)

Work Director

(Title)

Assistant Secretary

(Title)

6/10/2011

(Date)

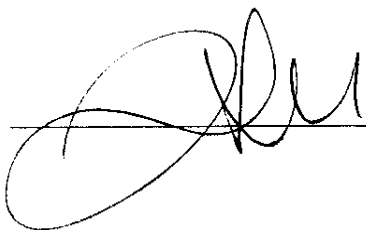
6/10/2011

(Date)

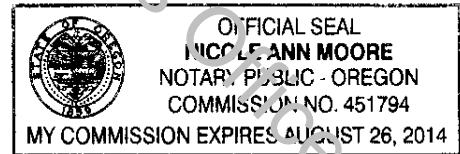
FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon, }
 }ss.
COUNTY OF Washington }

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 10 day of June, 2011, by Barbara Edwards, as Work Director, of Wells Fargo Bank, N.A., on behalf of said Subordinating Lender, pursuant to authority granted by its Board of Directors and Tom Gilroy, of Wells Fargo Bank, N.A., pursuant to authority granted by its Board of Directors, and as Assistant Secretary as authorized signer on behalf of MERS. S/he is personally known to me or has produced satisfactory proof of his/her identity.



(Notary Public)



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FIDELITY NATIONAL TITLE INSURANCE COMPANY

6767 N. MILWAUKEE AVE #208, NILES, ILLINOIS 60714

PHONE: (847) 588-0300

FAX: (847) 588-1744

ORDER NUMBER: 2010 011014328 CHF
STREET ADDRESS: 1704 N 73RD COURT

CITY: ELMWOOD PARK
TAX NUMBER: 12-36-420-028-0000

COUNTY: COOK COUNTY

LEGAL DESCRIPTION:

THE SOUTH 40 FEET OF THE NORTH 60 FEET OF LOT 5 (EXCEPT THE WEST 8 FEET) IN BLOCK 21 IN MILLS AND SON'S GREEN FIELD'S SUBDIVISION IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 1915 AS DOCUMENT 5641206, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office