

UNOFFICIAL COPY



1121703048

Recording requested by: LSI
When recorded return to :
Custom Recording Solutions
5 Peters Canyon Road Suite 200
Irvine, CA 92606 11942998
800-756-3524 Ext. 5011

Doc#: 1121703048 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/05/2011 10:26 AM Pg: 1 of 4

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

Christopher L. Wheeler

Parcel#: 10-11-305-022-000

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX9574-1998

Reference Number: 58740882006514

SUBORDINATION AGREEMENT FOR LINE OF CREDIT MORTGAGE

Effective Date: 6/17/2011

Owner(s): THOMAS C HJORTH
CHRISTINE D HJORTH

Current Lien Amount: \$100,000.00.

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: 2426 MARCY AVE, EVANSTON, IL 60201

SUBORDINATION ONLY_IL
000000000249359

Page 1 of 3

S Yes
P 4
S N
M N
SC yes
E yes
HT sw

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.

THOMAS C HJORTH AND CHRISTINE D HJORTH, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, NOT AS TENANTS IN COMMON, AND NOT AS JOINT TENANTS. (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:

Recorded 11/11/2007 See Attached See Exhibit A
 which document is dated the 8th day of October, 2007, which was filed in Document ID# 0730515088 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 requires repayment of a debt evidenced by a note or a line of credit agreement extended to THOMAS C HJORTH and CHRISTINE D HJORTH (individually and collectively "Borrower") by the Subordinating Lender.

Record concurrently with Mortgage dated 7/23/2011
 The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$347,609.00 (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.

UNOFFICIAL COPY

SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By _____

(Signature)

6/17/2011

Date

Christopher L. Wheeler

(Printed Name)

Officer

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Virginia)
)ss.
COUNTY OF Roanoke)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 17 day of June, 2011, by Christopher L. Wheeler, as Officer 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.

Rachel Mary Luess (Notary Public)

Rachel Mary Luess



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My commission expires 07/31/2013
Rachel Mary Luess ID # 7288173

UNOFFICIAL COPY

Order ID: 11942998

Loan No.: 0325753879

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 11 and 12 in Block 9 in Arthur T. McIntosh's CentralWood Addition to Evanston, being a Subdivision of part of Fractional Section 11, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel Number: 10-11-305-022-0000

Property of Cook County Clerk's Office