UNOFFICIAL COPY



1122842032 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 08/16/2011 09:29 AM Pg: 1 of 7

Recording Requested By/Return To:

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

This Instrument Prepared by:

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

Parcel#: 15-01-306 005-0000

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX697 -1993

Reference Number: 7028584536

SUBGRDINATION AGREEMENT FOR MODIFICATION CLU INE OF CREDIT MORTGAGE

Effective Date: 7/26/2011

Owner(s):

856263

GEORG S MULLER

KATARZYNA C MULLER

Current Line of Credit Recorded Commitment \$90,000.00 being reduced to \$22,000.00.

Senior Lender: Guaranteed Rate

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is not ce if it the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated '5 !'. first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 1000 KEYSTONE AVE, RIVER FOREST, IL 60305

SUBMOD IL 0000000000266492

Page 1 of 5

BOX 334 C7

-1122842032 Page: 2 of 7 ----

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.

GEORG S. MULLER, AND KATARZYNA C. MULLER, HUSBAND AND WIFE, WHO ACQUIRED TITLE AS, GEORG MULLER, AND KATARZYNA MULLLER, NOT IN TENANCY IN COMMON, AND NOT IN JOINT TENANCY, BUT IN TENANCY BY THE ENTIRETY FOREVER. (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 24th day of October, 2006, which was filed in Document ID# 0632941007 at page N/A (or as '10. 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 GEORG S MULLER, KATARZYNA C MULLER (individually and collectively "Borrower") by Subordinating Lender.

The Senior Lender has agried to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$328,000.00 (the New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage or 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 torth 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. Agreement to Change Credit Limit

Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Berrower's revolving Line of Credit from Zero to \$52,000.00.

By signing this Agreement below, the Borrower agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$90,000.00 to \$52,000.00.

C. 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.

SUBMOD_II. 000000000000266492

Page 2 of 5

1122842032 Page: 3 of 7

UNOFFICIAL COPY

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.

D. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDI (A PING LENDER:	
Wells Fargo prack, D.A.	
By Ch	7/26/2011
(Signature)	Date
Darborn A. Edwards	
Barbara A. Edwards (Printed Name)	
(Fritted Natite)	
Work Director	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
O_{I}	
Yh	
EOR NOTABLEATION OF A SUPER STREET	ζ,
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon,	Clart
- · · · · · · · · · · · · · · · · · · ·	(0.
COUNTY OF Washington	
	T_{-}^{\prime}
The foregoing Subordination Agreement was acknowledged before	
administration of the Control of the	me, a notary public or official qualified to
administer oaths this add day of, by Ba	rbara A. Edwards, as Work Dicetor of Wells
by its Board of Directors. She is personally known to me or has pr	oduced satisfactory proof of his/arr it entity.
(Notary Public)	
(Avoidly Tublic)	<u> </u>
	OFFICIAL SEAL
	NICOLE ANN MOORE NOTARY PUBLIC - OREGON
	COMMISSION NO. 451794
	MY COMMISSION EXPIRES AUGUST 26, 2014

SUBMOD_IL 0000000000266492

Page 3 of 5

1122842032 Page: 4 of 7

UNOFFICIAL COPY

BORROWER(S): I received and read a completed copy of this Modificagree to all its forms	ication Agreement before I signed it. 1
agree to all its ferms.	
(Signature) GEORG SMULLER	
(Signature) KATARZYNA C MULLER	
	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	
	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Datc)
OWNER(S): As a signer on the Security Instrument under the Line of acknowledges this Modification Agreement and agrees to its terms, and	Credit Agreement, the undersigned hereby a receipt of a copy of the same.
(Signature) GEORG S MULLER -	(Date)
(Signature) KATARZYNA C MULLER	(Date) 5 [1]
(Signature)	(Date)

1122842032 Page: 5 of 7

UNOFFICIAL COPY

For An Individual Acting In His/Her Own Right:
Illinois Notary Public Act
State of
County of Corole
The instrument was acknowledged before me on 8-5-11 (date) by GEORG S. Muller and Katarzynak Muller
(name/s of person/s). (Signature of Notary Public)
(Seal) BRUCE A. F.OSS NOTARY PUBLIC STATE OF A LINIOIS
T COUDE
My Commission Expires 02:20:013

1122842032 Page: 6 of 7

UNOFFICIAL COPY

STREET ADDRESS: 1000 KEYSTONE AVE

CITY: RIVER FOREST COUNTY: COOK

TAX NUMBER: 15-01-306-005-0000

LEGAL DESCRIPTION:

THE SOUTH 68 FEET OF THE EAST 1/2 OF BLOCK 2 (EXCEPT THE WEST 100 FEET) IN SNOW AND DICKINSON'S ADDITION TO RIVER FOREST, A SUBDIVISION OF PARTS OF SECTIONS 1 AND 2, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office

CLEGALD

1122842032 Page: 7 of 7

UNOFFICIAL CC

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY

Clark's Office

Property Legal Description V1.0 2-16 Exhibit A 0000000000266492