# **UNOFFICIAL COPY**

Plonise Redurn to: Premium Title Group, LLC PO Box 188 Spring Valley, WI 54767

Doc#: 1131918006 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/15/2011 10:29 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

Parcel#: 09-26-424-004-151

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX0861-1998

Reference Number: 284197320501

SUBORDINATION AGREEMENT FOR LINE OF CREDIT MORTGAGE

Effective Date:

10/11/2011

Owner(s):

ANTHONY G OPIOLA, JR.

**BETH A OPIOLA** 

Current Lien Amount: \$25,000.00.

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A.

ount clerts If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that he lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the just lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 120 N NORTHWEST HWY UNIT#308, PARK RIDGE, IL 60068-0000

SUBORDINATION ONLY\_IL 0000000000314654

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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.

ANTHONY G OPIOLA JR AND BETH A OPIOLA, 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 25th day of June, 2008, which was filed in Document ID# 0818235046 at page N/A (or as No. '.'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 ANTHONY G (PIDLA, JR. and BETH A OPIOLA (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 \$268,307.00 (the New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Troperty (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 subo dir ate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set 10 th 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 here y acknowledged, the parties agree as follows:

### A. Agreement to Subordinate

Subordinating Lender hereby subordinates the lien of the Existin's 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 espective 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.	
	10/11/2011
By (Signature)	
Barbara A. Edwards	_
(Printed Name)	
Work Director	-
(Title)	
Open	
FOR NOTARIZATION OF LEVER PERSONNEL	
STATE OF Oregon, ) ss. COUNTY OF Washington )	
The foregoing Subordination Agreement was acknowle iged before me, a not	ary public or other official qualified to
administer oaths this day of,	
(Notary Public)	26.
	OFFICIAL SEAL NICOLE ANN MOORE NCT/NY PUBLIC - OREGON COMMISSION NO. 451794

MY COMMISSION EXPLIPES A GUST 26, 2014

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### LEGAL DESCRIPTION

All that certain lot or parcel of land situate in the County of Cook, State of Illinois, and being more particularly described as follows:

### PARCEL 1:

UNIT 120-308 IN THE RESIDENCES OF UPTOWN CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOT 1 IN PLAT OF SUBDIVISION UPTOWN REDEVLOPMENT PHASE 3, BEING A SUBDIVISION IN THE SOUTHEAST 1/2 OF SECTION 26,, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "\_" TO THE DECLARATION OF CONDOMINATION, RECORDED AS DOCUMENT <u>0814116029</u> TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P111 A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID, RECORDED AS DOCUMENT 0814116029

### PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOY MENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY AS CREATED AND SET FORTH IN THE EASEMENT AND OPERATING AGREEMENT FOR UPTOWN PHASE III, RECORDED AS DOCUMENT 0814116028.

PIN: 09-26-424-004-1018