UNOFFICIAL C

1134711045 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 12/13/2011 09:58 AM 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 P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149 1-800-945-3056

Parcel#: 14211030301011

Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX5569-1998

Reference Number: 727107005911180

SUBORDINATION AGREEMENT FOR MORTGAGE (WITH FUTURE ADVANCE CLAUSE) JUNIL CLORA'S

Effective Date:

11/30/2011

Owner(s):

RUSSELL E ZIMMERMAN

EILEEN P SCUDDER

Current Lien Amount: \$105,000.00.

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 the ties 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: 3800 N LAKE SHORE DRIVE #11, CHICAGO, IL 60613-0000

SUBORDINATION ONLY_IL 0000000000352876

Page 1 of 3

AS RECORDED CONCURRENTLY HEREWITH 1134711044

1134711045 Page: 2 of 4

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.

RUSSELL E ZIMMERMAN, AND EILEEN P SCUDDER, HUSBAND AND WIFE AS JOINT TENANCY (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

which document is dated the 25th day of August, 2003, which was filed in Document ID# 0326314228 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 RUSSELL E ZIMMERMAN, and EILEEN P SCUDDER (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 \$401,500.00 (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 limit unit, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the tien 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 reciples, 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 by 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 neirs, 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.

SUBORDINATION ONLY_IL 00000000000352876

Page 2 of 3

1134711045 Page: 3 of 4

UNOFFICIAL COPY

SUBORDINATING LENDER: Wells Fargo Bank, N.A.	
By (Signature)	11/30/2011 Date
Barbara A. Edwards (Printed None)	
Work Director (Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
FOR NOTARIZATION OF LEMBERT ERSONNEL	
STATE OF Oregon))ss.	
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to	
Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating by its Board of Directors. S/he is personally known to me or has produce	A. Edwards, as Work Director of Wells ating Lender pursuant to authority granted as atis actory proof of his/her identity.
Mall (Notary Public)	C/
	OFFICIAL SEAL SARA J REYES NOTARY PUBLIC - OREGON COMMISSION NO 148
	MY COMMISSION EXPINES APRIL

1134711045 Page: 4 of 4

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

Legal Description: Unit Number 11-A, in 3800 Lake Shore Drive Condominium, as delineated on Survey of the following described parcels of real exacte (hereinafter collectively referred to as Parcel):

Parcel 1:

Lots "B" and "C" in the Subdivision of Lots 1 and 23 in Block 4 in Peleg Hall's Addition to Chicago in the North West Fractional Quarter of Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, (Excepting from said premises that portion thereof which is embraced within the Street known as Sheridan Road as located by the Plat recorded in the Recorder's Office of Cook County, Illinois, on March 5, 1896 in Book 69 of Plats, Page 41) in Cook County, Illinois.

ALSO

Parcel 2:

Lot 22 in Block 4 in Peleg Hall's Addition to Chicago, being a Subdivision of Lots 1, 2 and 3 in Hundley's Subdivision of Lots 3 to 21 and 33 to 37 in Pine Grove in the North West Fractional Quarter of Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership for 3800 Lake Shore Drive Condominium Association and by American National Bank of Trust Company of Chicago, as Trustee under Trust Agreement dated April 24, 1978 and known as Trust Number 42679 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 24647550, together with its undivided percentage interest in the said Parcel (Excepting from said Parcel all the property and space comprising all the units as defined and set forth in said Declaration and Survey), all in Cook County, Illinois.

Permanent Parcel No.: 14-21-103-030-1011 Vol. 485

Permanent Index #'s: 14-21-103-030-1011

Property Address: 3800 North Lake Shore Drive, Unit 11A, Chicago, Illinois 60613