

**SUBORDINATION AGREEMENT**

1/20/2012

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF ANOTHER SECURITY INSTRUMENT.

THIS AGREEMENT is made this 23<sup>rd</sup> day of January, 2012, by and between Maile and Andrew Wicklander, owners of the property hereinafter described and hereinafter referred to as "Borrower", and Mortgage Electronic Registration Systems Inc., its successor and/or assigns, present owner and holder of the mortgage and note hereinafter described and hereinafter referred to as "Subordinating Party".

WITNESSETH

WHEREAS, Maile and Andrew Wicklander, did execute a mortgage in favor of Mortgage Electronic Registration Systems Inc. upon real estate described as follows:

SEE ATTACHED LEGAL DESCRIPTION

to secure a note in the sum of \$46,944.00, dated 5/1/2006, and recorded on 5/9/2006, as Intr. No. 0612953077.

WHEREAS, Borrower is about to execute a mortgage and note not to exceed \$ 230,910.76, dated 1-25-12 in favor of Wells Fargo Bank, N.A. It's Successors and/or Assigns, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein.

NEW MORTGAGE DOCUMENT #1203208369

WHEREAS, Lender is willing to make such loan to Borrower provided that Lender obtains a first lien on the Property and Subordinating Party unconditionally subordinates the lien of its Mortgage to the lien in favor of Lender in the manner hereinafter described.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Lender to make a loan to Borrower, subordinating Party hereby agrees with Lender that the Mortgage in favor of Lender, and any renewals, extensions or modifications of it will be and shall remain a lien on the Property prior and superior to the lien in favor of Subordinating Party in the same manner as if Lender's Mortgage has been executed and recorded prior in time to the execution and recordation of the Subordinating Party's Mortgage.

Subordinating Party further declares, agrees, and acknowledges that:

(1) Subordinating Party will not exercise any foreclosure rights with respect to the Property, will not accept a deed in lieu of foreclosure, and will not exercise or enforce any right or remedy which may be available to Subordinating Party with respect to the property, without at least thirty (30) days' prior written notice to Lender. All such notices shall be sent to: Wells Fargo Bank, N.A., its successors and/or assigns, P.O. Box 6502, Springfield, OH 45501.

(2) Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage including, without limitation, additional debt created by any shared appreciation or negative

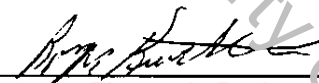
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amortization provisions the Subordinating Party's Mortgage (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination Agreement. The Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modifications of it will be and shall remain a lien on the Property prior and superior to any lien for Future Advances.

(3) This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by Lender and its successors and assigns. Subordinating Party waives notice of Lender's acceptance of this Agreement.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, ALL OF WHICH MAY BE UNCONDITIONALLY EXPENDED FOR ANY PURPOSE WHATSOEVER.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

  
\_\_\_\_\_  
Mortgage Electronic Registration Systems Inc.  
Title: VICE PRESIDENT

\_\_\_\_\_  
Andrew Wicklander

\_\_\_\_\_  
Maile Wicklander

**SUBORDINATING PARTY ACKNOWLEDGEMENT**

This instrument was acknowledged before me this 25 day of January, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 7-1-15

STATE OF Texas )  
 ) ss.  
COUNTY OF Dallas )



**BORROWER ACKNOWLEDGEMENT**

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was prepared by:  
Wells Fargo Bank, N.A.  
2001 Killebrew Drive  
Bloomington, MN 55425



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Order No.: **12698493**  
Loan No.: 0288678527

## Exhibit A

The following described property:

Parcel 1:

Unit 302 together with its undivided percentage interest in the common elements in Logan view Condominium as delineated and defined in the Declaration recorded as document no. 0608331075, in the northwest 1/4 of section 36, township 40 north, range 13, east of the third principal meridian, in Cook County, Illinois.

Parcel 2:

Exclusive use for parking purposes in and to parking space No. B-8, a limited common element, as set forth and defined in said declaration of condominium and survey attached thereto, in Cook County, Illinois.

Assessor's Parcel No: 13-36-100-034-1021

Property of Cook County Clerk's Office