# **UNOFFICIAL COF**

1204542032 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 02/14/2012 09:10 AM Pg: 1 of 4

#### Recording Requested By/Return To:

Wells Fargo Bank

Doc. Mgmt - MAC R4058-030

P.O. Box 50010 Roanoke, VA 24022

#### This Instrument Prepared by:

Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149 1-800-945-2036

201204546

Parcel#: 13-04-411-0013-000 & 13-04-411-015

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX8813-1998

Reference Number: 82295672342

#### SUBORDINATION AGREEMENT FOR LINE OF CRI DIT MORTGAGE

Effective Date:

1/18/2012

Owner(s):

MARK PAWLOWSKI DOROTA PAWLOWSKI

Current Lien Amount: \$68,000.00.

ing Clarks Senior Lender: Interbank Mortgage Company, ISAOA/ATIMA

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 ver securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the fire lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 5787 N CLIFFORD AVE, CHICAGO, IL 60646-0000

SUBORDINATION ONLY IL 0000000000386590

MIX 333-CT

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### **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.

MARK PAWLOWSKI AND DOROTA PAWLOWSKI A/K/A DOROTHY PAWLOWSKI, HIS 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 clated the 15th day of June, 2011, which was filed in Document ID# 1117841092 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 sectors repayment of a debt evidenced by a note or a line of credit agreement extended to MARK PAWLOWSKI and DOROTA PAWLOWSKI (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 \$282,000.00 (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 arount, 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 news, 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 00000000000386590

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1/18/2012
Date
ary public or other official qualified to
dwards, as Work Director of Wells
Lender pursuant to authority granted
isfactory proof of his/her identity.

OFFICIAL SEAL

JAM E ANM MARCHETTI

NOTARY (LIBL C - OREGON

COMMISSION NO 451726

MY COMMISSION EXPIRES AL'SIL'ST 23, 2014

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## **UNOFFICIAL COPY**



### **CHICAGO TITLE**

ORDER NUMBER: 1409 008842474 SK

STREET ADDRESS: 5787 N CLIFFORD AVENUE

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 13-04-411-013-0000

#### LEGAL DESCRIPTION:

#### PARCEL 1:

LOTS 1, 2 AND 3 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR EDENS PARKWAY) IN BLOCK 3 IN CRATTY AND 3L)YER'S SUBDIVISION OF LOTS 3, 4, 6 AND 7 IN HAMILTON'S SUBDIVISION OF LOT 1 IN CALDWELL'S RESERVE (EXCEPT THE PART OF LOT 4 LYING WEST OF THE NORTH BRANCH OF CHICAGO RIVER AND THAT PART OF LOT 7 LYING EAST OF JEFFERSON AVENUE) IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 2

THE SOUTHEASTERLY HALF OF CLIFFCRD AVENUE LYING NORTHWESTERLY OF AND ADJOINING LOT 1 (EXCEPT THAT PART OF SAID LOT 1 TAKEN FOR EDENS PARKWAY) IN BLOCK 3 IN CRATTY AND BLEYER'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS

LEGALD

01/31/12

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