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Recording Requested By/Return To-

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900 Doc#: 1205350050 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 02/22/2012 11:08 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#: 13-05-332-014-0000

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX9293-0001

Reference Number: 550176941752

SUBORDINATION AGREEMENT FOR MORTGAGE (WITH FUTURE ADVANCE CLAUSE) Return to:

Effective Date:

12/9/2011

Owner(s):

PATRICK J MCHUGH PATRICIA A MUHUGH

Current Lien Amount: \$50,000.00.

Senior Lender: American Portfolio Mortgage Corp.

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 tree 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: 5619 N MEADE AVE, CHICAGO, IL 60646

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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.

PATRICK J MCHUGH, AND PATRICIA A MUHUGH, HIS WIFE NOT AS JOINT TENANTS OR AS TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY (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 lated the 14th day of April, 2004, which was filed in Document ID# 0420912013 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 PATRICK J MCHUGH and PATRICIA A MCHUGH (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 \$167,000.00 (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 encunt, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the Fen. 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 ecitals, 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 heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under ary 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 00000000000360219

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SUBORDINATING LENDER:	
Wells Fargo Bank, N.A.	
ВУ	12/9/2011
(Signature)	Date
Jodi Sanborn	_ <del></del>
(Printed Name)	
Assistant Vice President	
(Title)	<del></del>
(Title)	
Q <sub>A</sub>	
$O_{\mathcal{F}}$	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon	
COUNTY OF MUNICIPARITY	
	and the second s
The foregoing Subordination Agreement was acknowledged before me,	a notary public of other official qualified to
administer oaths this 9th day of Occ., 2011, by Join Sar	aborn, as Assistant Vice President of Wells
Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subord's	ating Lender pursuant to authority granted
by its Board of Directors. S/he is personally known to me or has produce	ed ratisfactory proof of his/her identity.
Wender Suller (Notary Public)	
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	0,
OFFICIAL SEAL	COPTION OFFICE
WENDY FULLER	<b>/</b> /x.
NOTARY PUBLIC - OREGON	
COMMISSION NO. 432681	

MY COMMISSION EXPIRES SEPT. 17, 2012

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Success Title Services, Inc. As an Agent for First American Title Insurance Company 400 Skokie Blvd. Ste. 380 Northbrook, IL 60062

Commitment Number: STS11 02343

#### SCHEDULE C

### **PROPERTY DESCRIPTION**

Property commonly known as: 5619 N MEADE AVE CHICAGO, IL 60646 Cook County. The land referred to In this Commitment is described as follows:

LOT 27 IN BLOCK 3 IN THE EDGEWOOD TERRACE, BEING CHARLES JAMES' SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 5. TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL Si COOT COUNTY CLOTTES OFFICE MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-05-332-014-0000