



Doc#: 1206635033 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/06/2012 10:42 AM Pg: 1 of 3

*prepared by E. Maltrav*  
Wells Fargo Home Mortgage  
Attn: Smalley: Mac x3802-03A  
8480 Stagecoach Circle  
Frederick, Md. 21701  
Prepared by: Gwen Smalley

**FIRST AMERICAN TITLE**  
**ORDER# 2241570**      **Subordination Agreement**

THIS AGREEMENT is made and entered into on this 20<sup>th</sup> day of January 2012, by Wells Fargo Bank N.A s/b/m Wachovia Mortgage Corporation (hereinafter referred to as "**Beneficiary**") in favor ("**Bank of America N.A.**, it's successors and assigns hereinafter referred to as **Lender**").

**WITNESSETH**

WHEREAS, Wachovia Mortgage Corporation did loan Thomas J. Zapinski and Karen E. Zapinski (**Borrower**) the sum \$123,000.00 which loan is evidenced by a promissory August 17, 2007 executed by Borrower in favor of Wachovia Mortgage Corporation and is secured by a Deed of Trust/Mortgage even date therewith (the "Second Loan") covering the property described therein and recorded as Instrument Number 0804415155 Libor N/A page N/A and of the real property records in the office of Cook County State of ILLINOIS and

WHEREAS, **Borrower** has requested that Lender lend to it the sum \$190,000.00 (not to exceed"), such loan to be evidenced by the promissory note dated 2-17-2012 executed by Borrower in favor of Lender and secured by a Mortgage of even date therewith (the "New Mortgage" ) covering in whole or in part of the property covered by the Mortgage:

WHEREAS, Lender has agreed to make a loan to the Borrower, if, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage of Lender.

NOW, THEREFORE, in consideration of One Dollar and in consideration for the premises and for other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, and in order to induce Lender to make the Loan above referred to, Beneficiary agrees as follows:

1. The New Mortgage and the note secured thereby and the debt evidenced by such and any and all renewals and interest payable on all of said debt and on any and all such renewals and extensions shall be and retain at all times a lien or charge on the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of Beneficiary.

AS RECORDED CONCURRENTLY HERewith

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2. Beneficiary acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of Lender and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement and all prior negotiations are merged into this agreement.

4. This agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties.

This Subordination Agreement shall become invalid in the event that the new first loan amount exceeds \$190,000.00

Wells Fargo Bank N.A. s/b/m  
Beneficiary: Wachovia Mortgage Corporation

BY: Ralph L. Hall  
ITS: Vice President

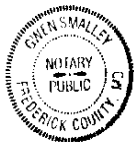
State of Maryland  
County of Fredenck

I, the undersigned authority, Notary Public in and for said County, in said State, hereby certify that Ralph L. Hall whose name as Vice President of Wells Fargo Bank N.A s/b/m Wachovia Mortgage Corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of said instrument, (s) he as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this is the 20<sup>th</sup> day of January 2012.

Steven Smalley  
Notary Public

My Commission Expires: 05/15/2013



My Comm. Exp. 05/15/2013

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## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: LOT 1790 IN STRATHMORE SCHAUMBURG UNIT NUMBER 20, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 18 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED FEBRUARY 2, 1978 AS DOCUMENT LR 2997422 AND ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1977 AS DOCUMENT 24096793, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 07-18-204-017 Vol. No 187 ~~and 07-18-204-017 Vol. No 187~~

Property Address: 2243 Kensington Dr, Schaumburg, Illinois 60194-2427

Property of Cook County Clerk's Office