

# UNOFFICIAL COPY



Doc#: 1207257106 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/12/2012 12:25 PM 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

PRAIRIE TITLE  
6821 W. NORTH AVE.  
OAK PARK, IL 60302

1111-45889

Parcel#: 16-06-211-020-0000

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX4689-0001

Reference Number: 35276161353311

**SUBORDINATION AGREEMENT FOR  
LINE OF CREDIT MORTGAGE**

Effective Date: 12/19/2011

Owner(s): LEE LEIBIG  
NANCY LEIBIG

Current Lien Amount: \$150,000.00.

Senior Lender: Citi Bank NA

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 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: 1101 N. EAST AVE, OAK PARK, IL 60302-1229

SUBORDINATION ONLY\_IL  
000000000364975

Page 1 of 3

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.

LEE LEIBIG AND NANCY LEIBIG, HUSBAND AND 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 dated the 29th day of July, 2010, which was filed in Document ID# 1021822012 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 LEE LEIBIG and NANCY LEIBIG (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 \$408,000.00 (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 amount, 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 heirs, 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.

# UNOFFICIAL COPY

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By [Signature]  
(Signature)

12/19/2011  
Date

Christopher L. Wheeler  
(Printed Name)

Officer  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE Of Virginia )  
 )ss.  
COUNTY OF Roanoke )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 19 day of Dec, 2011, by Christopher L. Wheeler, as Officer of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

[Signature] (Notary Public)



Embossed Heron is My Commonwealth of VA  
Notary Public Seal County of Roanoke  
My commission expires 10/31/2015  
Susan E. Woods ID # 7134838

# UNOFFICIAL COPY



A POLICY ISSUING AGENT OF  
CHICAGO TITLE INSURANCE COMPANY

FILE NO. 1111-45888  
COMMITMENT NO. 1111-45888

## SCHEDULE A (continued)

### LEGAL DESCRIPTION

**Lot 10 in Block 3 in Mill's and Son's North Oak Park Subdivision, being a Subdivision of part of the North East Quarter of Section 6, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.**

PERMANENT INDEX NUMBER: 16-06-211-020-0000

COMMONLY KNOWN AS: 1101 N. East Ave, Oak Park, Illinois 60302