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Recording Requested By/Return To:

Return To:
First Title & Escrow
7361 Calhoun Pl, STE 200
Rockville, MD 20855

Doc#: 1207322055 **Fee:** \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/13/2012 02:19 PM 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

T-83493-12

2 of 2

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Parcel#: 16-05-110-023-0000 VOLUME 138

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX5817-0001

Reference Number: 482698132155111

**SUBORDINATION AGREEMENT FOR
MORTGAGE**

Effective Date: 3/6/2012

Owner(s): KELLYE L FABIAN

Current Lien Amount: \$68,250.00.

Senior Lender: Jpmorgan Chase Bank, N.a.

Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO TOWNSTONE FINANCIAL, INC

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: 1123 HAYES AVE, OAK PARK, IL 60302

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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.

KELLYE L. FABIAN, DIVORCED + NOT SINCE REMARRIED (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 (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 1st day of August, 2006, which was filed in Document ID# 0625054066 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 KELLYE L. FABIAN (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 \$344,480.00 (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.

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SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By *Geo C Mauldin*
(Signature)

MAR 07 2012
Date

Crystal C. Mauldin
(Printed Name)

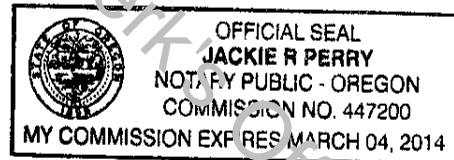
Customer Service Supervisor
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
)ss.
COUNTY OF Washington)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 7 day of May, 2012, by Crystal C. Mauldin, as Customer Service Supervisor 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.

Jackie R Perry (Notary Public)



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LEGAL DESCRIPTION 83493

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

LOT 28 IN BLOCK 7 IN FAIR OAKS TERRACE, A SUBDIVISION OF THE EAST 50 ACRES OF THE NORTH 75 ACRES OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID: 16-05-110-023-0000

Being the same property as transferred by Warranty Deed on 08/01/2006 and recorded 09/07/2006 from KERMIT R. EBY, III and STEPHANIE F. WILLS EBY, HUSBAND AND WIFE to KELLYE FABIAN, DIVORCED AND NOT SINCE REMARRIED, Divorced, Not Since Remarried, recorded in Document Number 0625054064