

# UNOFFICIAL COPY

**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  
1-800-945-3055



Doc#: 1207935094 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/19/2012 02:53 PM Pg: 1 of 5

FIRST AMERICAN TITLE  
225 2085  
Parcel #: 02-14-401-013-0000

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX5803-0001

Reference Number: 304328410021267

**SUBORDINATION AGREEMENT FOR  
LINE OF CREDIT MORTGAGE**

Effective Date: 2/22/2012

Owner(s): KURT A KOLLMEYER  
DANA F KOLLMEYER

Current Lien Amount: \$41,250.00.

Senior Lender: Plaza Home Mortgage ISAOA

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: 260 N MACARTHUR DR, PALATINE, IL 60074

**AS RECORDED CONCURRENTLY HERewith**

HE360 SUB - IL (rev 20120217)  
0000000000426146

Page 1 of 3

S Y  
P 3  
S N  
SC V  
INT OP

# 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.

KURT A KOLLMAYER AND DANA F KOLLMAYER, 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 27th day of March, 2006, which was filed in Document ID# 0609753016 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 KURT A KOLLMAYER and DANA F KOLLMAYER (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 \$208,000.00 (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)

**FEB 22 2012**  
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 22 day of February, 2012, 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.

 \_\_\_\_\_ (Notary Public)

**Sandra Jean Lucas**  
**Notary Public 239947**  
**Commonwealth of Virginia**  
**My Commission Expires April 30, 2016**

# UNOFFICIAL COPY

**Exhibit A**

Reference Number: 304328410021267

**Legal Description:**

*See attached*

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: LOT 10 IN BLOCK 1 IN HAROLD RESKIN ADDITION TO PALATINE, IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 12, 1955 AS DOCUMENT NUMBER 1606941, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 02-14-401-013 Vol. No 148

Property Address: 260 N. MacArthur Drive, Palatine, Illinois 60074

Property of Cook County Clerk's Office