

UNOFFICIAL COPY



Recording requested by: LSI
When recorded return to :
Custom Recording Solutions
5 Peters Canyon Road Suite 200
Irvine, CA 92606 13628575
800-756-3524 Ext. 5011 MT

Doc#: 1209719016 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/06/2012 09:05 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
Barbara A. Edwards

Parcel#: N/A

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX2502-0001

Reference Number: 338324590805

SUBORDINATION AGREEMENT FOR MORTGAGE (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 2/20/2012

Owner(s): RICHARD J MASON
KELLI S MASON

Current Lien Amount: \$50,000.00.

Senior Lender: Wells Fargo Bank, N. A.

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: 10528 TRIPP AVENUE, WORTH TOWNSHIP, IL 60453

HE360 SUB - IL (rev 20120217)
0000000000423705

Page 1 of 3

S ✓
P ✓
S ✓
M ✓
SC ✓
E ✓
INT ✓

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.

RICHARD J. MASON AND KELLI S. MASON, 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 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 dated the 28th day of November, 2005, [^] recorded 12-30-2005 which was filed in Document ID# 0536406114 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 RICHARD J. MASON and KELLI S. MASON (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 \$194,389.00 (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

Order ID: 13628575

Loan No.: 0339151029

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 32 in Preferred Buildings Resubdivision of Lots 29 and 30 in Longwood Acres of the Northeast 1/4 of East 1/2 of the Northwest 1/4 and West 1/2 of the Southeast 1/4 of Section 15, Township 37 North, Range 13 East of the third principal meridian, in Cook County, Illinois.

Assessor's Parcel Number: 24-15-218-020

Property of Cook County Clerk's Office