

**Recording Requested By/Return To:**

Wells Fargo  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9900

**This Instrument Prepared by:**

Wells Fargo  
MAC P6051-019  
P.O. Box 4149  
Portland, OR 97208-4149  
1-800-945-3056

1203724/RT

Parcel#: 17043241041029; 17043241041129

MIN # 100151712350074378

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MERS Telephone # 1-(888) 679-6377

Account #: XXX-XXX-XXX1608-0001

Reference Number: 108064791334512

**SUBORDINATION AGREEMENT FOR  
MORTGAGE**

Effective Date: 5/2/2012

Owner(s): JODY D MENAKER

Current Lien Amount: \$84,500.00.

Senior Lender: Guarantee Rate, Inc ISAOA/ATIMA

Subordinating Lender: Wells Fargo Bank, N.A. AS ASSIGNEE OF ACCUNETMORTGAGE.COM, LLC.  
WHOSE NOMINEE IS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, 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: 873 N LARRABEE ST APT 405, CHICAGO, IL 60610

# 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.

JODY D MENAKER, AN UNMARRIED WOMAN. (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 21st day of September, 2006, which was filed in Document ID# 0627057161 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 JODY D MENAKER (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 \$240,000.00 (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.

\*recorded as doc # 1215208776

**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.

Mortgage Electronic Registration Systems, Inc.

(Signature)

(Signature)

Tom E. Gilroy  
(Printed Name)Lisa R. Curry  
(Printed Name)Vice President  
(Title)Assistant Secretary  
(Title)

MAY 02 2012

MAY 02 2012

(Date)

(Date)

**FOR NOTARIZATION OF LENDER PERSONNEL**

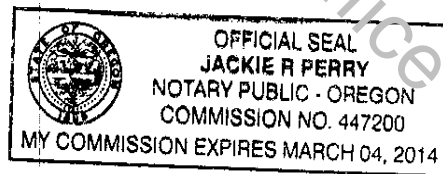
STATE OF Oregon

) ss.

COUNTY OF Washington

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 2 day of May, 2012, by Tom E. Gilroy, as Vice President, of Wells Fargo Bank, N.A., on behalf of said Subordinating Lender, pursuant to authority granted by its Board of Directors and Lisa R. Curry, of Wells Fargo Bank, N.A., pursuant to authority granted by its Board of Directors, and as Assistant Secretary as authorized signer on behalf of MERS. S/he is personally known to me or has produced satisfactory proof of his/her identity.

(Notary Public)



# UNOFFICIAL COPY

## EXHIBIT A

PARCEL 1:

UNITS 405 AND PK-57 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LARRABEE CONDOMINIUMS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0611134077, AS AMENDED, IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT MO. 0611134076 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

PIN: 17-04-324-104-1029  
17-04-324-104-1129

Property of Cook County Clerk's Office