

77878196 REC

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When Recorded Return To:  
Indoscan Global Services  
2925 Country Drive  
St. Paul, MN 55117



Doc#: 1222810058 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/15/2012 11:40 AM Pg: 1 of 6

Recording Requested By/Return To:  
Wells Fargo Adam Carter  
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  
1-800-945-2056 Adam Carter

BTIL  
12-02603

Parcel#: 17-17-210-097-0000

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX5404-1998

Reference Number: 286492221811265

**SUBORDINATION AGREEMENT FOR MODIFICATION OF  
LINE OF CREDIT MORTGAGE**

Effective Date: 7/3/2012

Owner(s): CHRISTOPHER M NOVAK  
KIMBERLY L NOVAK

Current Line of Credit Recorded Commitment \$25,673.73 being reduced to \$26,675.00

Senior Lender: West Bank

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: 1115 W MONROE STREET, CHICAGO, IL 60607-0000

HE360 SUB MOD - IL (rev 20120302)  
000000000511382

Page 1 of 5

Vertical stamp with handwritten initials: S, P, S, M, S, E, INT

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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.

CHRISTOPHER M. NOVAK AND KIMBERLY L. NOVAK, 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 Exhibit A

which document is dated the 23rd day of August, 2007, which was filed in Document ID# 0724102152 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 CHRISTOPHER M NOVAK, KIMBERLY L NOVAK (individually and collectively "Borrower") by 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 \$406,000.00 (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. Agreement to Change Credit Limit

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

### Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$25,673.73 to the new credit limit of \$26,675.00.

By signing this Agreement below, the Borrower(s) agrees to this change.

### Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$25,673.73 to \$26,675.00.

By signing this Agreement below, the Owner(s) agrees to this change.

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### C. 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.

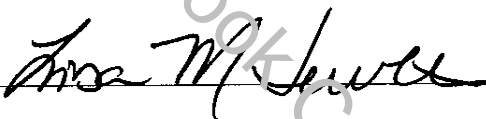
**Severability** – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

### D. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

#### SUBORDINATING LENDER.

Wells Fargo Bank, N.A.

By   
(Signature)

JUL 03 2012  
Date


Lisa M. Sowers  
(Printed Name)

Officer  
(Title)

#### FOR NOTARIZATION OF LENDER PERSONNEL

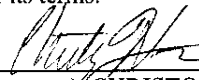
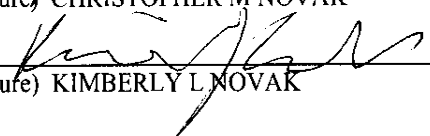
STATE OF Virginia )  
 )ss.  
COUNTY OF Roanoke )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 3 day of July, 2012, by Lisa M. Sowers, 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.

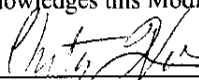
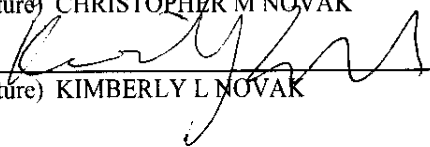
 (Notary Public)

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**BORROWER(S):** I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

 _____ (Signature) CHRISTOPHER M NOVAK	<u>17 July 2012</u> _____ (Date)
 _____ (Signature) KIMBERLY L NOVAK	<u>7/17/12</u> _____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)

**OWNER(S):** As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

 _____ (Signature) CHRISTOPHER M NOVAK	<u>17 July 2012</u> _____ (Date)
 _____ (Signature) KIMBERLY L NOVAK	<u>7/17/12</u> _____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)

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**For An Individual Acting In His/Her Own Right:**

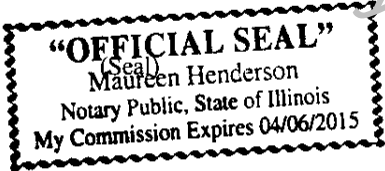
Illinois Notary Public Act

State of IL

County of Cook

This instrument was acknowledged before me on 17th (date) by July 2012  
Christopher M. Novak and  
Kimberly L. Novak (name/s of person/s).

[Signature]  
(Signature of Notary Public)



Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

**PARCEL 1:**

LOT 65 IN CHELSEA TOWNHOMES SUBDIVISION BEING A RESUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS DISCLOSED BY THE PLAT OF SUBDIVISION RECORDED DECEMBER 27, 2005 AS DOCUMENT NUMBER 0536119097.

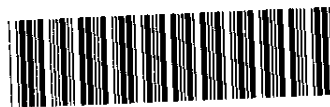
**PARCEL 2:**

EASEMENTS FOR THE BENEFIT OF PARCEL 1 CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CHELSEA TOWNHOMES RECORDED JANUARY 11, 2006 AS DOCUMENT NUMBER 0601119076 FOR SUPPORT, PARTY WALLS, CERTAIN ENCROACHMENTS, AND ACCESS, AS MORE FULLY DESCRIBED THEREIN AND ACCORDING TO THE TERMS SET FORTH THEREIN.

Permanent Index Number(s): 17-17-210-097

For informational purposes only, the subject parcel is commonly known as:

1115 West Monroe(G-65) , Chicago, IL 60607



+U02865196+

1653 8/2/2012 77878196/2

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Burnet Title – 9450 Bryn Mawr Avenue, Suite 700 – Rosemont, IL 60018