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 1-800-945-3056

1222904111 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 08/16/2012 11:40 AM Pg: 1 of 4

Parcel#: N/A

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX5596-1998

Reference Number: 516728192005515

SUBORDINATION AGREEMENT FOR LINE OF CREDIT MORTGAGE Junity Clark's

Effective Date: 6/14/2012

Owner(s):

ADAM NELSON

MYRNA L NELSON

Current Lien Amount: \$47,765.00.

Senior Lender: Guaranteed Rate, Inc

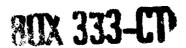
Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the tien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lian loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 740 W FULTON ST # 1203, CHICAGO, IL 60661

Page 1 of 3

HE360 SUB - IL (rev 20120217) 0000000000499430



1222904111 Page: 2 of 4

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.

ADAM NELSON, A MARRIED PERSON AND MYRNA L. NELSON, A SINGLE PERSON (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 8th day of June, 2007, which was filed in Document ID# 0717042056 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 ADAM NELSON and MYRNA NELSON (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 \$256,000.00 (the "New Loar 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 subordin ite 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 acove recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby accoveledged, 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 tuture 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 shell 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.

1222904111 Page: 3 of 4

UNOFFICIAL COPY

SUBORDINATING LENDER:
Wells Fargo Bank, N.A.
By Signature) JUN 15 2012 Date
Jodi Santorn (Printed Nama)
Assistant Vice President (Title)
FOR NOTARIZATION OF LEYDER PERSONNEL
STATE OF Oregon)
COUNTY OF Multnomah)ss.
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to
administer oaths this
his/her identity.
OFFICIAL SEAL NOTARY PUBLIC-OREGON NOTARY
745
OFFICIAL SEAL JENSEN
OFFICIAL SEAL OFFICIAL SEAL NOTARY PUBLIC-OREGON NO

UNOFFICIAL COPY

Exhibit A

Reference Number: 516728192005515

Legal Description:

7



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 003143711 SK

STREET ADDRESS: 740 W FULTO: ST APT 1203

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 17-09-307-012-11 1

LEGAL DESCRIPTION:

PARCEL 1:

UNITS 1203 AND 1-08 IN THE 740 FULTON CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF BLOCK 61 TOGETHER WITH PARTS OF VACATED WEST WAYMAN AVENUE IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHEL AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0707215073 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMATIS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF S-4-21, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0707215073.