UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
1204-47465

PRAIRIE TITLE 6821 W. NORTH AVE. OAK PARK. IL 60302



ARMANDINA OROGOLEWICZ

Doc#: 1224147012 Fee: \$72.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/28/2012 09:56 AM Pg: 1 of 5

AFFIDAVIT

I, the undersigned Affiant, an employee of **Prairie Title Company**, herein being duly sworn and upon oath hereby state and depose that upon information and belief the facts set forth herein are true and correct as follows:

- 1. The attached Exhibit is a true and accurate copy of the original document dated and delivered to agents of Prairie Title Company
- 2. Said origine? has been lost or misplaced and Affiant has not been able to locate it after making a diligent effort to do so.
- 3. Further the Affiant sayed not.

Subscribed and sworn to before me this day August 21,2012

Votary Public

Mail to: Prairie Title, 6821 West North Avenue, Oak Park, IL 60302

98n

1224147012 Page: 2 of 5

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

PRAIRIE TITLE 6821 W. NORTH AVE. OAK PARK, IL 60002

Parcel#: 17-08-443-030-0000

1204-47465

Space Above This Line for Recording Data

Account #: XXX-XXX-XXX6466-0001

Reference Number: 190848311929410

SUBORDE, THON AGREEMENT FOR

OUNT Clerts MORTGAGE

Effective Date: 7/10/2012

Owner(s):

NANCY M RILEY

Current Lien Amount: \$45,450.00,

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: 6 N MAY ST UNIT#4-NE, CHICAGO, IL 60607-0000

HE360 SUB - IL (rev 20120217) 0000000000516022

Page I of 3

1224147012 Page: 3 of 5

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.

NANCY M. RILEY, A SINGLE 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 Lock ment is dated the 28th day of September, 2007, which was filed in Document ID# 0727541107 at page N/A (or as 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 NANCY M KILEY (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has a grad to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$342,000.00 (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 section h in this Agreement.

NOW, THEREFORE, for and in consideration of the chove recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is he eby 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 fit ture 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 true ur der any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waive, 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.

1224147012 Page: 4 of 5

UNOFFICIAL COPY

SUBORDINATING LENDER:
Wells Fargo Bank, N.A.
By Signature) JUL 11 2012 Date
Gabriel Georgescu (Printed Name)
Customer Service Supervisor (Title)
FOR NOTARIZATION OF LENDER PERSONNEL
STATE OF Oregon
COUNTY OF Washington)ss.
The foregoing Subordination Agreement was are inwledged before me, a notary public or other official qualified to administer oaths this
Wyria Ilas Battista (Notary Public)
(Notary Public)
VIRGINIA GLEE BAUTISTA NOTARY PUBLIC - OREGON COMMISSION NO 447070 MY COMMISSION EXPIRES MARCH 01, 2014

1224147012 Page: 5 of 5

A POLICY ISSUING AGENT OF FIDELITY NATIONAL TITLE GROUP/MIDWEST

COMMITMENT NO. 1204-47465

(continued)

LEGAL DESCRIPTION

Parcel 1:

Unit 4-NE in the 6 NORTH MAY CONDOMINIUMS as delineated on a survey of the following described property:

Lots 25, 26 and 27 in Resubdivision of Block 47 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

which survey is attached to the Declaration of Condominium recorded as Document 0711015041, together with an undivided percentage interest in the Common Elements.

Parcel 2.

The exclusive right to use Parking Space G. 5, so limited common element as delineated on the survey attached to the Declaration aforesaid recorded as Document 0711015041.

PROPERTY ADDRESS: 6 N. MAY ST. UNIT 4NE, CHICAGO, 'L' 50607
PERMANENT INDEX NUMBER: 17-08-443-043-1014