

Recording Requested By/Return To:

Wells Fargo Bank
Doc. Mgmt - MAC R4058-030
P.O. Box 50010
Roanoke, VA 24022

This Instrument Prepared by:

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

Parcel#: 19-19-212-025-0001

50084073 10202102 [Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX9134-0001

Reference Number: 725666070570034

**SUBORDINATION AGREEMENT FOR
MORTGAGE**

Effective Date: 8/6/2012

Owner(s): TIMOTHY SANFRATELLO
GINA SANFRATELLO

Current Lien Amount: \$100,000.00.

Senior Lender: JP MORGAN CHASE BANK, N.A.

Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO WACHOVIA MORTGAGE CORPORATION

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: 6729 W 64TH PL, CHICAGO, IL 60638

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.

TIMOTHY SANFRATELLO, AND GINA SANFRATELLO, HUSBAND AND WIFE TENANTS BY THE ENTIRETY (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 8th day of November, 2005, which was filed in Document ID# 0534212012 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 TIMOTHY SANFRATELLO and GINA SANFRATELLO (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 \$220,922.00 (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

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 13-13-212-025-0000

Land Situated in the County of Cook in the State of IL

THE WEST 30.00 FEET OF THE EAST 240 FEET OF THAT PART OF LOTS 1,2,3,4,5 AND 6 LYING WITHIN THE NORTH 133 FEET IN BLOCK 29 AND THE NORTH-SOUTH VACATED ALLEY LYING EAST OF THE EAST LINE OF LOTS 2 THRU 6 AND WEST OF THE WEST LINE OF LOT 1 IN FREDERICK H. BARLETT'S CHICAGO HIGHLANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6729 W 64TH Place , Chicago, IL 60633

Property of Cook County Clerk's Office