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This Instrument Prepared by:

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

Parcel#: N/A

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX7747-1998

Reference Number: 253505221607269

**SUBORDINATION AGREEMENT FOR  
MORTGAGE (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 8/27/2012

Owner(s): JENNIFER L JONAS

Current Lien Amount: \$49,000.00.

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: 18644 W POINT DR, TINLEY PARK, IL 60477

# 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.

JENNIFER L JONAS, 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 Mortgage (With Future Advance Clause) (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 26th day of August, 2005, which was filed in Document ID# 0524346088 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 JENNIFER L JONAS (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 \$175,166.00 (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 exceed this amount, the Subordination Agreement is VOID.

Dated: 10/09/12 / recorded on: 10/09/12 / Instrument #: 1228357493  
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

Order ID: 14918041

Loan No.: 0349546234

## EXHIBIT A LEGAL DESCRIPTION

The following described property:

Parcel 1: Lot 10 in Unit 3 in West Point Meadows Unit 2, being a Subdivision of part of the Southwest 1/4 of the Northeast 1/4 and part of the South 1/2 of the Northwest 1/4 of Fractional Section 6, Township 35 North, Range 13, East of the Third Principal Meridian, lying North of the Indian Boundary Line according to the Plat thereof recorded on March 24, 2000 as Document No. 00210552, and the Certificate of Correction recorded on December 13, 2000 as Document No. 00977143 in Cook County, Illinois; and

Parcel 2: Non-exclusive easement for ingress and egress as created by the Declaration of Easements, Restrictions, and Covenants recorded as Document No. 99940254, as amended from time-to-time.

Assessor's Parcel Number: 31-06-214-046

CLERK OF COOK COUNTY Clerk's Office