

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

Ravenswood Title Company LLC 319 W. Charlo Street Suite 277 A Chicago, 12 67654

Parcel#: 07-28-112-020-00 JO

1210582/RTC

Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX6765-0001

Reference Number: 159562930131210

SUBORDINATION AGREEMENT FOR
MO'KTG AGE

Effective Date: 11/9/2012

Owner(s):

CATHERINE A BOYER

JOHN E BOYER

Current Lien Amount: \$49,235.00.

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 l'en securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first l'en loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 1104 LOWELL LN, SCHAUMBURG, IL 60193-0000

1234257058 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.

JOHN E. BOYER AND CATHERINE A. BOYER, HIS WIFE, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY. (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 15th day of October, 2007, which was filed in Document ID# 0731706031 at page N/A (or as No. 747) of the Records of the Office of the Recorder of the County of COOK, State of Illinois. The Existing Security in summent secures repayment of a debt evidenced by a note or a line of credit agreement extended to CATHERINE A BOTTER and JOHN E BOYER (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to nale anew loan or amend an existing loan in the original principal amount NOT to exceed \$163,500.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the F operty (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended, Loan exceeds unit a nount, 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 or 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.

HE360 SUB - IL (rev 20120217) 0000000000603876

1234257058 Page: 3 of 4

UNOFFICIAL COPY

SUBORDINATING LENDER:	
Wells Fargo Bank, N.A.	
ву	NOV 0 9 2012
(Signature)	Date
Barbara A. Edwards	
(Printed Name)	
Vice President 1 oan Documentation	
(Title)	
FOR NOTARIZATION CF LENDER PERSONNEL	
STATE OF Oregon)	•
COUNTY OF Washington	
The foregoing Subordination Agreement was acknowledged before me, a notary p	whic or other official avalified to
	Barbara A. Edwards, as Vice
Subordinating Lender pursuant to authority granted by its Board of Directors. S/he produced satisfactory proof of his/her identity.	e is personally known to me or ha
Mugara De Bartala (Notary Public)	_
U	7/4
OFFICIAL SEAL VIRGINIA GLEE BAUTISTA NOTARY PUBLIC - OREGON COMMISSION NO. 447070 MY COMMISSION EXPIRES MARCH 01 2014	SPA'S OFFICE

1234257058 Page: 4 of 4

UNOFFICIAL COPY

EXHIBIT A

LOT 5196 IN WEATHERSFIELD UNIT 5, BEING A SUBDIVISION IN SECTION 28 AND SECTION ?9, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 21, 1965 AS DOCUMENT 19,363,546 IN COOK COUNTY, ILLINOIS.

PIN: 07-28-112-020-0000 Property of County Clerk's Office

(1210582.PFD/1210582/11)