

Recording Requested By/Return To:

Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

This Instrument Prepared by:

Wells Fargo
MAC P6051-019
P.O. Box 4149
Portland, OR 97208-4149
1-800-945-3656

B. Edwards

Parcel#: N/A

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX5142-1998

Reference Number: 481179972324515

**SUBORDINATION AGREEMENT FOR MODIFICATION OF
LINE OF CREDIT MORTGAGE**

Effective Date: 11/16/2012

Owner(s): WILLIAM J LYONS JR
BONNIE B LYONS

Current Line of Credit Recorded Commitment \$84,000.00 being reduced to \$61,944.00

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: 850 N DEXTER LANE, HOFFMAN ESTATES, IL 60169

PIN #: 07-17-203-013-0000

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.

WILLIAMS J. LYONS JR. AND BONNIE B. LYONS, HUSBAND AND WIFE (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 Exhibit A

which document is dated the 1st day of November, 2006, which was filed in Document ID# 0632049133 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 WILLIAM J. LYONS JR, BONNIE B LYONS (individually and collectively "Borrower") by 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 \$280,000.00 (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.

NEW LOAN DATED 11/30/12, RECORDED 12/7/12 DOC#1234257636
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. Agreement to Change Credit Limit

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$84,000.00 to the new credit limit of \$61,944.00.

By signing this Agreement below, the Borrower(s) agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$84,000.00 to \$61,944.00.

By signing this Agreement below, the Owner(s) agrees to this change.

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C. 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.

D. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By



(Signature)

NOV 16 2012

Date

Barbara A. Edwards

(Printed Name)

Vice President Loan Documentation

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)

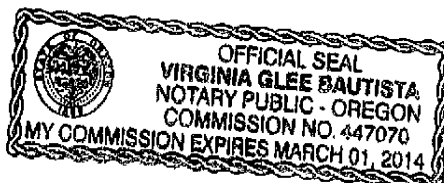
)ss.

COUNTY OF Washington)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 16 day of NOV, 2012, by Barbara A. Edwards, as Vice President Loan Documentation of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.



(Notary Public)



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BORROWER(S): I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

<u>William J Lyons Jr</u> (Signature) WILLIAM J LYONS JR	<u>11/30/12</u> (Date)
<u>Bonnie B Lyons</u> (Signature) BONNIE B LYONS	<u>11-30-12</u> (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)

OWNER(S): As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

_____ (Signature) WILLIAM J LYONS JR	_____ (Date)
_____ (Signature) BONNIE B LYONS	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)

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For An Individual Acting In His/Her Own Right:

Illinois Notary Public Act

State of ILLINOIS

County of COOK

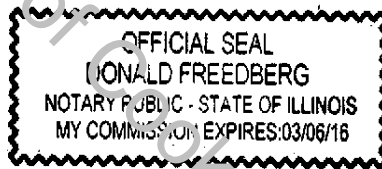
This instrument was acknowledged before me on 11/30/12 (date) by _____

WILLIAM J. LYONS JR.

WILLIAM J. LYONS JR. (name/s of person/s)

Donald Freedberg
(Signature of Notary Public)

(Seal)



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LEGAL DESCRIPTION

All that certain lot or parcel of land situate in the **County of Cook**, State of Illinois, and being more particularly described as follows:

Lot 13 in Block 8 in Ure Addition to Hoffman Estates, being a Subdivision of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 16, and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, both in Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 07-17-203-013-0000

Property of Cook County Clerk's Office