

**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

Parcel#: 07-31-206-004

M.I.S. FILE NO  
1235518

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX8731-0001

Reference Number: 246775292204315

**SUBORDINATION AGREEMENT FOR  
MORTGAGE**

Effective Date: 11/8/2012

Owner(s): JEFFREY HAMILTON  
JENNIFER HAMILTON

Current Lien Amount: \$31,000.00.

Senior Lender: CitiBank, 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: 6957 LONGMEADOW LN, HANOVER PARK, IL 60133

\* Document # 1235208369.

# 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 HAMILTON AND JEFFREY HAMILTON, HUSBAND AND WIFE AS 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 26th day of March, 2007, which was filed in Document ID# 0709411022 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 JEFFREY HAMILTON (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 \$222,775.00 (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

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By   
(Signature)

NOV 08 2012  
Date

Nancy Irene Miskell  
(Printed Name)

Vice President Loan Documentation  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )  
 )ss.  
COUNTY OF Multnomah )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 8 day of November, 2012, by Nancy Irene Miskell, 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)



# UNOFFICIAL COPY



Fidelity National Title Insurance Company

AGENT TITLE NO.: 200001235518

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS IN DOCUMENT NUMBER 0524355042 AND IS DESCRIBED AS FOLLOWS:

LOT 4 IN BLOCK 18 IN HANOVER HIGHLANDS UNIT NO. TWO VILLAGE OF HANOVER PARK COOK COUNTY, ILLINOIS, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 31, AND THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 26, 1964 AS DOCUMENT LR 2137409 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED ON MARCH 23, 1964 AS DOCUMENT LR 2141607.

SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD.

APN: 07-31-206-004-0000

COMMONLY KNOWN AS 6957 LONGMEADOW LN, HANOVER PARK, IL 60133