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**This Instrument Prepared by:**  
Wells Fargo - *Barbara A. Edwards*  
P.O. Box 4149 MAC P6051-019  
Portland, OR 97208-4149  
1-800-945-3056

Parcel#: 15-11-210-056-0000  
*15-11-210-026*

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Account #: XXX-XXX-XXX2568-1998

Reference Number: 237056551825512

**SUBORDINATION AGREEMENT FOR  
LINE OF CREDIT MORTGAGE**

Effective Date: 8/6/2012

Owner(s): DEBRA D TRACY  
RONALD H EWERT

Current Lien Amount: \$75,000.00.

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: 8133 LAKE ST, RIVER FOREST, IL 60305-0000

# 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.

RONALD H EWERT AND DEBRA D TRACY AS HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY WHO ACQUIRED TITLE AS RON EWERT AND DEBRA TRACY AS HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT 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 Line Of Credit Mortgage (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Attached See Exhibit A

*REC 12-10-08*  
which document is dated the 20th day of November, 2008, which was filed in Document ID# 0834508020 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 DEBRA D TRACY and RONALD H EWERT (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 \$106,985.00 (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. *Dated 10-31-12*  
*Recorded: 11-9-2012 Inst. 1231108768*

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 or 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

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

Property of Cook County Clerk's Office



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Order ID: 14761521

Loan No.: 0351116173

## EXHIBIT A LEGAL DESCRIPTION

The following described property:

Parcel 1 The North 45.5 feet of the East 87 feet of the West 444 feet together with:

Parcel 2: The East 24.25 feet (measured at right angles to the southerly line thereof) of the East 87 feet of the West 444 feet both parcels being a part of a tract described as being that part of the northeast 1/4 of Section 11, Township 39 North, Range 12, East of the Third Principal Meridian, described as follows: Beginning at the point on the south line of Lake Street, 40 feet South of the center line of 1502 feet west of the East line of said northeast 1/4, thence east along the south line of Lake Street, 697.92 feet to the west line of Edgewood Avenue, said point being 804.08 feet west of the East line 247.45 feet more or less to the north easterly line of the right of way of the Chicago and Northwestern Railway, being 1/5 feet north easterly of the original center line, thence northwesterly along said right of way 708.89 feet more or less to an intersection with a line parallel and 1502 feet west of the east line of said northeast 1/4, thence north along said parallel 122.25 feet to the place of beginning, in Cook County, Illinois.

Assessor's Parcel Number: 15-11-210-026 and 15-11-210-056