

UNOFFICIAL COPY

Professional Title Solutions, Inc.
24 Fort Hill Dr Ste 134A
Naperville, IL 60540
20086870

SUBORDINATION AGREEMENT

This agreement made this 19th day of December, 2012, between Wells Fargo Bank, N.A. successor by merger to Wells Fargo Financial Bank, (hereinafter referred to as subordinating creditor), and Florida Capital Bank NA DBA Florida Capital Bank Mortgage, ISAOA, ATIMA, (hereinafter referred to as favored creditor), witnesseth:

That in consideration of subordinating creditor entering into this subordination agreement, favored creditor agrees to lend not to exceed \$140,514.00 in accordance with that certain agreement between favored creditor and Kenny Barnes And Sharee Barnes, Husband And Wife (hereinafter referred to as debtor).

In consideration of favored creditor making aforesaid loan to debtor, subordinating creditor agrees that the mortgage executed in its favor by debtor on September 20, 2007, and recorded in the mortgage records of Cook County, Illinois, as Book 0727516083, Page _____, be subject, inferior, junior, secondary and subordinate to a mortgage which is executed by debtor in favor of favored creditor as security for the aforesaid loan, and that said mortgage and debt in favor of favored creditor shall have priority over said mortgage and debt in favor of subordinating creditor, with respect to the property legally described in the mortgage executed in favor of subordinating creditor described above.

See Attached Legal Description

Provided, however, that this agreement to subordinate shall not extend to any advances made by favored creditor after the date of the loan described above (except that this subordination agreement shall extend to any future advances made for taxes and insurance to protect favored creditor's interest), and provided, however, that this Agreement is based upon favored creditor's representation that subordinating creditor will not be reduced to less than a second mortgage position by virtue of executing this Agreement.

*Mtg. Rec. 1/4/13 as Doc # 1302457498
WELLS FARGO BANK, N.A.
Subordinating Creditor
By Cheryl Kuper 12-19-12
Cheryl Kuper, Title Officer

NOTARY ACKNOWLEDGEMENT TO FOLLOW ON NEXT PAGE

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State of South Dakota

County of Minnehaha

I, a Notary Public of the County and State aforesaid, certify that before me personally appeared Cheryl Kuper, who being by me duly sworn did say that he/she is the Title Officer of Wells Fargo Bank, N.A. and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 19th day of December, 2012.

Michelle A Eggers
Notary Public

My Commission Expires: September 18, 2018

This Instrument Prepared By: James Weingartz

For Wells Fargo Financial Cards, PO Box 5943, Sioux Falls, SD 57117-5943

Return To: Wells Fargo Financial Cards, PO Box 5943, Sioux Falls, SD 57117-5943



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EXHIBIT "A"

The land referred to in this policy is situated in the **STATE OF ILLINOIS, COUNTY OF COOK**, and described as follows:

LOT 9 IN BLOCK 9 IN LYNWOOD TERRACE UNIT NO. 4 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

SITUATED IN THE CITY OF LYNWOOD, COUNTY OF COOK IN THE STATE OF ILLINOIS.

APN: 33-07-407-009-0000

LIMITATION OF LIABILITY

THIS REPORT CONTAINS INFORMATION OBTAINED FROM PUBLIC RECORDS IN THE COUNTY WHERE THE LAND IS LOCATED WHICH GIVES NOTICE OF MATTERS RELATING TO SAID LAND. EASEMENTS, RIGHTS OF WAY AND COVENANTS, CONDITIONS AND RESTRICTIONS ARE NOT REPORTED. THIS REPORT IS NOT INTENDED TO BE, NOR SHOULD IT BE RELIED UPON AS A LEGAL OPINION OF TITLE OR ANY FORM OF TITLE INSURANCE. THE SOLE LIABILITY ASSUMED BY FIRST AMERICAN TITLE INSURANCE COMPANY, LENDERS ADVANTAGE DIVISION, FOR THE INFORMATION CONTAINED WITHIN THE REPORT IS THE FEE THE CUSTOMER PAID FOR THE REPORT. ALL OTHER LIABILITY IS EXPRESSLY DISCLAIMED, INCLUDING LIABILITY IN CONTRACT, TORT OR DUE TO NEGLIGENCE IN THE PRODUCTION OF THIS REPORT.