# **UNOFFICIAL COF**

Doc#: 1307731055 Fee: \$44.00

RHSP Fee:\$10.00 Affidavit Fee:

Karen A.Yarbrough

Cook County Recorder of Deeds Date: 03/18/2013 03:18 PM Pg: 1 of 4

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#: 04-28-406-031-J005

Space Above This Line for Recording Data

Account #: XXX-XXX-XXX3695-1998

Reference Number: 288893391834310

SUBORDE: A FION AGREEMENT FOR LINE OF CREDIT MORTGAGE OUNTY CLOPTS

Effective Date: 1/7/2013

Owner(s):

MARK A ADAMS

SHARLEEN D ADAMS

Current Lien Amount: \$50,000.00.

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: 1516 SARATOGA LN, GLENVIEW, IL 60026-0000

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## 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.

MARK A. ADAMS AND SHARLEEN D. ADAMS, HUSBAND AND WIFE, NOT AS TENANTS IN COMMON, OR JOINT TENANTS, 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

which document is dated the 1st day of August, 2008, which was filed in Document ID# 0824015040 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 of a debt evidenced by a note or a line of credit agreement extended to MARK A ADAMA and SHARLEEN D ADAMS (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 \$732,500.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Froperty (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 subording te 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 faure 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 'esp' crive 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.

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# **UNOFFICIAL COP**

Wells Fargo Bank, N.A.	
By (Signature) This Diwels	JAN 07 2013  Date
Lisa M. Sowers	_
(Printed Name)	
Vice President Loan Documentation	_
(Title)	

FOR NOTARIZATION OF LENDER PERSONNEL

SUBORDINATING LENDER:

STATE OF	Virginia		) )ss
COUNTY OF	Roanoke	C	)

The foregoing Subordination Agreement was polynowledged before me, a notary public or other official qualified to administer oaths this day of day of by Lisa M. Sowers, as Vice President Loan Documentation of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender uas (Notary Public) pursuant to authority granted by its Board of Directors. S/1e is personally known to me or has produced satisfactory proof of his/her identity.

SANDRA JEAN LUCAS NOTARY PUBLIC 239947 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES APRIL 30, 2016

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# **UNOFFICIAL COPY**

Exhibit A

Reference Number: 288893391834310

Legal Description:

PARCEL 1:

Droporty Ox LOT #118 IN GLENBASE SUBDIVISION, UNIT 2 RESUBDIVISION NO 1, BEING A RESUBDIVISION OF LOTS "O" THROUGH "T" IN GLENBASE SUBDIVISION UNIT 2, BEING A SUBDIVISION OF PART OF SECTIONS 27, 28, AND 34, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF GLENBASE SUBDIVISION UNIT 2 RESUBDIVISION NO. 1 RECORDED AUGUST 4, 2003 AS DOCUMENT 0321618052

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1, FOR INGRESS, EGRESS, USE AND ENJOYMENT OVER AND UPON THE COMMON PROPERTY AS DEFINED, DESCRIBED AND DEGLARED IN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOUTHGATE ON THE GLEN SINGLE FAMILY HOMES RECORDED AS DOCUMENT 00296351 3/4's Office