## **UNOFFICIAL COPY**



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

PRISM TITLE

1011 E.Truhy Ave, #350 Des Plain is, L 60018

Parcel#: 14-07-400-018-0050

Doc#: 1308556005 Fee: \$44.00

RHSP Fee:\$10.00 Atfidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 03/26/2013 09:11 AM Pg: 1 of 4

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX3488-1998

Reference Number: 395311021322513

OUNTY CLOPA'S

SUBORDENATION AGREEMENT FOR LINE OF CREDIT MORTGAGE

Effective Date: 2/28/2013

Owner(s):

DEREK TRUESDALE

MICHAEL GISONDI

Current Lien Amount: \$37,787.00.

Senior Lender: U.S. Bank National Association ND

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: 5118 N. WINCHESTER AVE, CHICAGO, IL 60640-0000

HE360 SUB - IL (rev 20120217) 0000000000678504

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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.

DEREK TRUESDALE, A SINGLE PERSON AND MICHAEL GISONDI, A SINGLE PERSON (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 20th day of February, 2008, which was filed in Document ID# 0811211062 at page N/A (or as N.). 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 DEREK TRUESDALE and MICHAEL GISONDI (individually and collectively "Borrower") by the Subordinating Londor

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$635,000.00 (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 excelled 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 for the 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 asknowledged, 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 'espective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title ur de, any of them.

**Nonwaiver** – This Agreement may not be changed or terminated orally. No indulgence, waiver excition 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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SUBORDINATING LENDER:	
Wells Fargo Bank, N.A.	
By (Signature)	MAR 0 1 2013  Date
Shannon Johnson	
(Printed Name)	-
Vice Presiden Loan Documentation	_
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon	
COUNTY OF Multnomah )ss.	
The foregoing Subordination Agreement was action wledged before me, a notary administer oaths this 15th day of 1000 May, 20/3. President Loan Documentation of Wells Fargo Bank, N.A., the Subordinating I Subordinating Lender pursuant to authority granted by its Board of Directors. Sproduced satisfactory proof of his/her identity.	by Shannon Johnson, as Vice
Marian Januru Melly (Notary Public)	
	Sty's Office
OFFICIAL SEAL  MARIAH GENEVIEVE WELKA  NOTARY PUBLIC - OREGON	Co

COMMISSION NO. 472119

MY COMMISSION EXPIRES SEPTEMBER 27, 2016

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# **UNOFFICIAL COPY**

THE NORTH HALF OF LOT 9 IN BLOCK 3 IN CLYBOURN'S ADDITION TO RAVENSWOOD, IN THE NORTH HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 14-07-400-018-0000

Property Address: 5118 N. WINCHESTER AVE., CHICAGO, IL 60640

Property of County Clark's Office