

# UNOFFICIAL COPY

**Recording Requested By/Return To:**

Wells Fargo  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9900

Doc#: 1308604057 Fee: \$44.00

RHSP Fee: \$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 03/27/2013 10:23 AM Pg: 1 of 4

**This Instrument Prepared by:**

Wells Fargo  
P.O. Box 4149 MAC P6051-019  
Portland, OR 97208-4149  
1-800-945-3056

Parcel#: 17-08-443-042 VOL 05

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX0562-1998

Reference Number: 589314571844714

**SUBORDINATION AGREEMENT FOR  
LINE OF CREDIT MORTGAGE**

Effective Date: 2/25/2013

Owner(s): BIRAJU A PATEL  
PUJA S SHAH

Current Lien Amount: \$67,000.00.

Senior Lender: Flagstar Bank, FSB ISAOA/ATIMA

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: 27 N RACINE AVENUE UNIT 4 432, CHICAGO, IL 60607-0000

HE360 SUB - IL (rev 20120217)  
0000000000675689

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**BOX 333-CT**

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INT INT

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**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.

**BIRAJU A PATEL AND PUJA S SHAH, HUSBAND AND WIFE**, (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 24th day of July, 2008, which was filed in Document ID# 0823340080 at page 1 (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 BIRAJU A PATEL and PUJA S SHAH (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 \$343,000.00 (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 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****STREET ADDRESS:** 27 N. RACINE AVENUE

UNIT 432

**CITY:** CHICAGO

60607

**COUNTY:** COOK**TAX NUMBER:** 17-08-443-042-1012**LEGAL DESCRIPTION:**

PARCEL 1: UNIT 432 IN THE BLOCK "X" CONDOMINIUM, AS DELINEATED ON A SURVEY OF PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 98977346; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 11 A LIMITED COMMON ELEMENTS AS SET FORTH IN DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 98977346.

Property of Cook County Clerk's Office