



1316915021

Doc#: 1316915021 Fee: \$46.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/18/2013 10:17 AM Pg: 1 of 4

Recording Requested By/Return To:

Wells Fargo
P.O. Box 31557
MAC B6055-013
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

Handwritten: MAY 13 2013

Handwritten: 13-17351701

Parcel#: N/A

[Space Above This Line for Recording Data]

Handwritten: DW: 14-18 -411-015-0000

Account #: XXX-XXX-XXX9982-1998

Reference Number: 105956109

SUBORDINATION AGREEMENT FOR
MORTGAGE (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 5/13/2013

Owner(s): DAVID A SPERRY
DEYAR M JAMIL

Current Lien Amount: \$300,000.00.

Senior Lender: Wintrust Mortgage, A Division Of Barrington Bank And Trust, Na Iscoo, 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: 1923 W BERTEAU AVE, CHICAGO, IL 60613-1818

Handwritten initials:
S yes
P 4
S N
M N
SC yes
E yes
INT yes

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.

DAVID A. SPERRY AND DEYAR M. JAMIL, HUSBAND AND WIFE, AS TENANTS IN COMMON (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 Mortgage (With Future Advance Clause) (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, 2004, which was filed in Document ID# 0424034071 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 DAVID A SPERRY and DEYAR M JAMIL (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 \$268,000.00 (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.

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SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By *Jamie Ann Marchetti*
(Signature)

05/13/2013
Date

Jamie Ann Marchetti
(Printed Name)

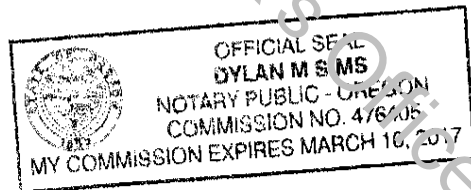
Vice President Loan Documentation
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
)ss.
COUNTY OF Multnomah)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 13TH day of MAY, 2013, by Jamie Ann Marchetti, as Vice President Loan Documentation of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

[Signature] (Notary Public)



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Fidelity National Title

Commitment Number: 13-135179

EXHIBIT A PROPERTY DESCRIPTION


The land referred to in this Commitment is described as follows:

LOT 10 IN BLOCK 8 IN CUYLER ADDITION TO RAVENSWOOD, SAID ADDITION BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT RAILROAD RIGHT-OF-WAY) OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.:
14-18-411-015-0000

C.K.A.: 1923 W. BERTEAU AVENUE, CHICAGO, IL 60613

Returned
Property of Cook County Clerk's Office

 **Plymouth Title**
SERVICES CORPORATION
1301 W. 22nd Street, Ste. 505
Oak Brook, IL 60523