## **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 1-800-945-3056

Doc#: 1322747046 Fee: \$48.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds Date: 08/15/2013 11:35 AM Pg: 1 of 6

MAC P6051-019 P.O. Box 4149 Portland, OR 97208-4149

Parcel#: 02-06-114-028

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX0940-1998

Reference Number: 724666032441779

SUBORDINATION ACKEEMENT FOR MODIFICATION OF MORTGAGE (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 6/24/2013

Owner(s):

TARUN MIRCHANDANI PREETI P MIRCHANDANI

Mail To: Carrington Title Partners, LLC 1919 S. Highland Ave., Ste 315-B Lombard, IL 60148 (630)317-0049

Current Line of Credit Recorded Commitment \$173,600.00 being reduced to \$76,600 un.

Senior Lender: Mortgae Services III LLC ISAOA

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: 1001 OAKLAND DR, BARRINGTON, IL 60010

HE360 SUB MOD - IL (rev 20120302) 0000000000742274

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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.

TARUN MIRCHANDANI, AND PREETI P MIRCHANDANI, 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 Mortgage (With Future Advance Clause) (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

#### See Exhibit A

which docur ont is dated the 10th day of February, 2005, which was filed in Document ID# 0507449239 at page N/A (or as No. N/A) of the Records of the Office of the Recorder of the County of LAKE, State of Illinois. The Existing Security ins rument secures repayment of a debt evidenced by a note or a line of credit agreement extended to TARUN MIRCH ANDANI, PREETI P MIRCHANDANI (individually and collectively "Borrower") by 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 \$608,000.00 (the "New I can or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Troperty (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds and amount, the Subordination Agreement is VOID, US

accument 1320357020. The Subordinating Lender is willing to subo dir ate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set for the n this Agreement.

NOW, THEREFORE, for and in consideration of the good 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. Agreement to Change Credit Limit

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$173,600.00 to the new credit limit of \$76,000.00.

By signing this Agreement below, the Borrower(s) agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$173,600.00 to \$76,000.00.

By signing this Agreement below, the Owner(s) agrees to this change.

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#### C. 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 p ovisions and portions of this Agreement.

### D. Signatures and Acknowledgements

The Subordinating Len ter through its authorized officer, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINAT	ING LENDER:			
Wells Fargo Bar	nk, N.A)			
By	hui Am	Walet	ti	JUN 2 5 2013
(Signature)	fra en e			Date
Jamie Ann Marc	chetti		<u> </u>	
(Printed Name)	The sale and the sale of the s		Óx.	
Vice President I	oan Documentation		السينيين السينيين	
(Title)			C	
FOR NOTARI	ZATION OF LENDER P	ERSONNEL	6/4	
STATE OF	Oregon	) )ss.	,	2
COUNTY OF	Multnomah	j		150
	Subordination Agreement w			
Vice President I Subordinating I	s this 2514 day of	Ils Fargo Bank, N.A., to granted by its Board of	he Subordinating Lend	amie Ann Mar hetti, as er, on behalf of said sonally known to me or has
		(Notar	y Public)	
HE360 SUB M 0000000000742	OD - IL (rev 20120302) 2274	1 1135	OFFICIAL SEAL DYLAN M SIMS IOTARY PUBLIC - OREGI COMMISSION NO. 4764 ON EXPIRES MARCH 10	add.

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Signature) TARUN MIRCHANDANI	(Date)
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Signature) PREETI P MIRCHANDANI	(Date)
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(Signature)	(Date)
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For An Individual Acting in this iter Own Algari.
Illinois Notary Public Act
State of Illinois
County of Dulage
This instrument was acknowledged before me on 7/8/13 (date) by Tarin Mirchandan and reet; P. Mirchandan (name/s of person/s).
(Signature of Notary Public)
(Seal)  OFFICIAL SEAL  VILLIAM G MAGGIO  NOTARY PUBLIC STATE OF ILLINOIS  MY COMM. SSION EXPIRES:03/14/16
Of County Clert's Office
7,6

1322747046 Page: 6 of 6

## UNOFFICIAL CO

Carrington Title Partners, LLC 1919 S. Highland Ave., Building B, Suite 315 Lombard, IL 60148 A Policy Issuing Agent for Fidelity National Title Insurance Company

#### **EXHIBIT A**

LOT 67 IN LAKEVIEW SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS FILED IN THE REGISTRAR OF TITLES OFFICE ON AUGUST 24, 1990, AS DOCUMENT NUMBER LR 3906723

10.
114-02.
1000 OF COUNTY CLERK'S OFFICE Commonly known as: 1001 Oakland Drive; Barrington, IL 60010

PIN Number: 02-09-114-028-0000

ALTA LoanPolicy Schedule A (6/17/06)