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Wells Fargo Home Mortgage 8480 Stagecoach Circle MAC X3802-03A Frederick MD 21701-4747 Prepared by: Betty Early

Doc#: 1334545014 Fee: \$42.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 12/11/2013 09:00 AM Pg: 1 of 3

RETURN TO:

Timios, Inc 5716 Corsa Ave, Suite 102 Westlake Village, CA 91362

PIN # 06-23-212-007-0000

Subordination Agreement

THIS AGREE' AT is made and entered into on this 4th of April by Mortgage Electronic Registration Systems, Inc. "MFLS" PO Box 2026 Flint MI 48501-2026 (hereinafter referred to as "Beneficiary") in favor of OneWest B in FSB it's successors and assigns (hereinafter referred to as "Lender").

WITNESSETH

WHEREAS, Mortgage Electronic Reg stration Systems, Inc did loan Michelle Hartig ("Borrower") the sum of \$56,800 which loan is evidenced by a promissory note dated December 20, 2006 executed by Borrower in favor of MERS as nomine of American Mortgage Network, Inc., dba Amnet Mortgage and is secured by a Deed of Trust even date ther with (the "Deed of Trust") covering the property described therein and recorded as Instrument # $\underline{n/a}$ Book $\underline{n/a}$ Page $\underline{0636144053}$ of the real property records in the office of Cook County, State of Illinois and .

WHEREAS, Borrower has requested that Lender lend to i the sum of \$209,500 (not to exceed), such loan to be evidenced by the promissory note dated _MAY 20, 2013 Borrower in favor of Lender and secured by a Mortgage of even 1at therewith (the "New Mortgage") covering in whole or in part of the property covered by the Mortgage: and

WHEREAS, Lender has agreed to make a loan to the Borrower, if, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and supe icr to the lien or charge of the Mortgage and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage of Lender.

NOW, THEREFORE, in consideration of One Dollar and in consideration for the premises and to other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, and in order to induce Lender to make the Loan above referred to, Beneficiary agrees as follows:

- 1. The New Mortgage and the note secured thereby and the debt evidenced by such and any and all renewals and interest payable on all of said debt and on any and all such renewals and extensions shall be and retain at all times a lien or charge on the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of Beneficiary.
- 2. Beneficiary acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of Lender and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

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- 3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement and all prior negotiations are merged into this agreement.
- 4. This agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties.

This subordination agreement shall become invalid in the event that the new loan amount exceeds \$209,500.

> BENEFICIARY: Mortgage Electronic Registration Systems, Inc. "MERS"

Vice President

State of Maryland

County of Frederick

FREDRICK COUNTY

Droperty Ox Coot I, the undersigned authority, Notary Public in and for said County, in said State, hereby certify that Ralph L. Hall whose name as Vice President, of MERS is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of said instrument, (s) he as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this the 4th day of April 2013

My Commission Expires:

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EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1805 IN WOODLAND HEIGHTS UNIT 4, BEING A SUBDIVISION IN SFCIUNS 23 AND 24, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED ON JULY 14, 1960 AS DOCUMENT 1931799, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY CONVEYED TO MICHELLE HARTIG BY DEED FROM ENRIQUE DANIF AND CARMEN DANIEL, HUSBAND AND WIFE RECORDED 12/27/2006 IN DEED 0636144051, IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK, JLY,INOIS.