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

Doc#: 1402704027 Fee: \$46.00

RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/27/2014 09:36 AM Pg: 1 of 5

This Instrument Prepared by:

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

Parcel#: 13-13-330-018-0000

[Space Acrove This Line for Recording Data]

Account #: XXX-XXX-XXX3084-1998

Reference Number: 503600672353269

SUBORDINATION AGREEMENT FOR JR1 LINE OF CREDIT MORTGAGE

Effective Date: 11/18/2013

Owner(s):

MARY JOYCE JOHN M JOYCE

MICHELLE M JOYCE

Current Lien Amount: \$100,000.00.

Senior Lender: Wells Fargo Bank, N. A.

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 i.e., loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 4042 N MOZART ST, CHICAGO, IL 60618

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HE360 SUB - IL (rev 20120217) 0000000000780173

BOX 334 CT1

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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.

JOHN M. JOYCE MARRIED TO MICHELLE M. JOYCE AND MARY JOYCE, UNMARRIED, NOT AS JOINT TENANTS BUT AS TENANTS IN COMMON IN EQUAL SHARES. (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 25th day of October, 2006, which was filed in Document ID# 0632916212 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 Listrar and secures repayment of a debt evidenced by a note or a line of credit agreement extended to MARY JOYCE (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 \$375,600.00 (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 his 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 by 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, electrons 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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SUBORDINA	TING LENDER:					
Wells Fargo Ba	nk, N.A.					
By Signature)			-	<del></del>	11/18 Date	2013
Shannon Johnso	on					
(Printed Name)						
Vice President	o a Documentatio	מס				
(Title)	15 Och					
FOR NOTARI	ZATION OF LE	OF PERSONNE	L			
STATE OF	Oregon	(C)	s.			
COUNTY OF	Multnomah		•			
administer oaths President Loan I Subordinating L	s thisd Documentation of	ement was acknowle by of New York Wells Fargo Bank, N authority granted by iner identity.	.A., the Subor	) , by SI dinating Lende	nannon Johnson, a er, on behalf of sai	ıs Vice id
	DRad	NOTE 0	Notary Public		9/4/	
			MY COMA	STEFANI C NOTARY PUB COMMISSIO	AL SEAL D PALMORE ILIC - OREGON IN NO. 479080 IS JUNE 16, 2017	Co

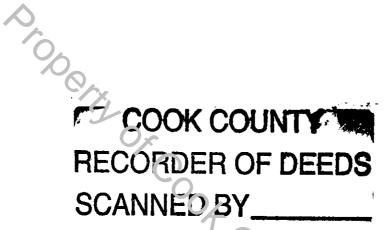
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## **UNOFFICIAL COPY**

Exhibit A

Reference Number: 503600672353269

**Legal Description:** 



RECORDER OF DEEDS
SCANNED BY\_\_\_\_\_

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#### **EXHIBIT "A"**

LOT 6 AND THE NORTH 5 FEET OF LOT 7 IN BLOCK 15 IN ROSE PARK A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

20. BETHIN OF COOK COUNTY CLOSER'S OFFICE