Recording Requested By/Return To:

Wells Fargo Bank Doc. Mgmt - MAC R4058-030 P.O. Box 50010 Roanoke, VA 24022

This Instrument Prepared by:

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

Parcel#: 0927 112004

Space Above This Line for Recording Data

Account #: XXX-XXX-XXX2160-0001

Reference Number: 725666004371819

SUBORDINATION AGREEMENT FOR MOKTCAGE

Effective Date:

1/9/2013

Owner(s):

DANIEL F BASSILL **EMILY L BASSILL** 

Current Lien Amount: \$50,000.00.

Senior Lender: Citibank, N.A.

JUNEY CLOPA'S Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO FIRST UNIONAL BANK OF DELAWARE

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the len securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lies loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 833 FLORENCE DR, PARK RIDGE, IL. 60068

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### 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.

DANIEL F BASSILL, AND EMILY L BASSILL, HUSBAND & WIFE JOINT TENANTS (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 (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

#### See Attached See Exhibit A

which do some nt is dated the 6th day of October, 2001, which was filed in Document ID# 0010957010 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 DANIEL F BASSIL1 and EMILY L BASSILL (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 \$239,865.00 (the "Nev 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 excee is this amount, the Subordination Agreement is VOID.

Recorded 319912013 Doc. # 13088 5548

The Subordinating Lender is willing to subord at the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set form 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 a ckr owledged, 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 anstrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the further 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 hall 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 1/9/13 Date
Shannon Johnson
(Printed Name)
Vice President Loan Documentation
(Title)
FOR NOTARIZATION OF LENDER PERSONNEL
STATE OF Oregon )
COUNTY OF Multnomah )ss.
The foregoing Subordination Agreement was ack swledged before me, a notary public or other official qualified to
administer oaths this day of
(Notary Public)
OFFICIAL SEAL KIRSTEN E AGARD NOTARY PUBLIC - OREGON COMMISSION NO. 472118

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# **UNOFFICIAL COPY**

Exhibit A

Reference Number: 725666004371819

**Legal Description:** 

Property of Cook County Clark's Office

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### **UNOFFICIAL COPY**

### **LEGAL DESCRIPTION**

### **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN COOK COUNTY, STATE OF ILLINOIS, AS DESCRIBED IN DEED DOC # 89138529, ID# 09-27-112-004-0000, BEING KNOWN AND DESIGNATED AS:

LOT 15 IN THE RESUBDIVISION OF LOTS 1 TO 20 IN BLOCK 1 IN OAKTON MANOR FOURTH ADDITION BEING A SUBDIVISION OF THE EAST 10 ACRES OF LOT 2 IN OWNER'S PARTITION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE TH'RU PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MORE COMMONLY KNOW N AS: 833 FLORENCE DR PARK RIDGE IL 60068

BY FEE SIMPLE DEED FROM MICHAEL M. MCGUIRE AND LAUREEN M. MCGUIRE AS SET FORTH IN DOC # 89138529 DATED 03/27/198° AND RECORDED 03/30/1989, COOK COUNTY RECORDS, STATE OF ILLINOIS.

Title No.: 23093389