Recording Requested By/Return To:

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

This Instrument Prepared by:

Wells Fargo Bank MAC P6101-170 P.O. Box 4149 Portland, OR 97208-4149 1-800-945-3/56

Parcel#: 29-21-301-045-0000

3681188 39984224-354438

[Space Above This Line for Recording Data]

Reference: 320462941431117 - 20051047400040

### SUPURIVINATION AGREEMENT FOR MORTGAGE (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 2/18/2015

Current Lien Amount: \$25,700.00

Senior Lender: JP Morgan Chase 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 lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 380 E. 163RD ST, HARVEY, IL 60426

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, and the Senior Lender named above.

The Subordinating Lender has an interest in the Property by virtue of a Mortgage (With Future Advance Clause) (the "Existing Security Instrument") given by MAURICE V. BOLLING AND LOUISE BOLLING, HUSBAND AND WIFE, NOT AS TENANTS IN COMMON, BUT AS JOINT TENANTS, covering that real property, more particularly described as follows:

#### See Attached Exhibit A

which document is dated the 2nd day of May, 2005, which filed in Document ID# 0515117046 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 Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$93,400.00 (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.

HE360 SUB/PC - IL - H3S121015 L rev 20150112 000000000855730

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### **UNOFFICIAL COPY**

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.

N/A The Senior Lender has an existing loan in the original principal amount of N/A (the "Senior Loan") to the Borrower, which was intended to be secured by a first lien mortgage on the Property. The Senior Loan is secured by a Mortgage, executed by Borrower in favor of JP Morgan Chase Bank, N.A., as beneficiary and recorded on N/A in N/A N/A at page N/A (or as No. N/A) of the Records of the Office of the Recorder of the County of N/A, State of Illinois (the "Senior Security Instrument"). Through an inadvertent error, the Junior Security Instrument was recorded prior to the Senior Security Instrument.

The Sun ordinating 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, THEREFUPE, 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 represent is presently secured or which may in the future be secured by the Existing Security Instrument.
- N/A Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the Senior Lender's 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 inclaing title under any of them.

#### Nonwaiver -

- This Agreement may not be changed or terminated orally. No indulgence, waiver, diection or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.
- N/A This Agreement may not be changed or terminated orally. No indulgence, waiver, election or not election by Senior Lender or the trustee(s) under the Existing 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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# **UNOFFICIAL COPY**

SUBORDINATING LENDER:						
Wells Fargo Ba	ank, N.A.	)				
By (Signature) (Title)		dwards at Loan Documentati			FEB 1 9 2015  Date	
FOR NOTARI	ZATION OF L	ENDER PERSONI	NEL	1		
STATE OF	<b>Jregon</b>		)			
COUNTY OF	Mulconah		)ss. )			
The foregoing Subordination A) cement was acknowledged before me, a notary public or other official qualified to administer oaths this						
-		OFFICIAL STAMP VIRGINIA GLEE BAUTI VOTARY PUBLIC - ORE COMMISSION NO. 923 ON EXPIRES JANUARY	ISTA GON 878 15, 2018		-10/4's Open	

## UNOFFICIAL COPY



**EXHIBIT A** 

Property of Cook County Clerk's Office

Reference Number: 320462941431117

Legal Description:

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**EXHIBIT A - LEGAL DESCRIPTION** 

Tax Id Number(s): 29-21-301-045-0000

Land Situated in the County of Cook in the State of IL

Lots 5 and 6 in Block 29 in Percy Wilson's Second Addition to East Center, being a Subdivision of the North 1/2 of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 20. ALSO (Except the East 17 acres thereof) the Northwest 1/4 of the Southwest 1/4 of Section 21, all in Township 36 North, inois. Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 380 E 163RD ST, HARVEY, IL 60426