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Doc#: 1535615002 Fee: \$42.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 12/22/2015 08:33 AM Pg: 1 of 3

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 1-800-945-3056

Parcel#: 07-09-407-010-0000

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Reference: 375437611743214 -

### SUBORDINATION AGREEMENT FOR OPEN-END MURTGAGE (SECURING FUTURE ADVANCES)

Effective Date: 12/10/2015

Current Lien Amount: \$40,300.00

Senior Lender: World Savings Bank, FSB, Its Successors And/Or Assignees

Subordinating Lender: Wells Fargo Bank, N.A. A Successor in Interest To World Savings Bank, FSB, A Federal

Savings Bank, Its Successors And/Or Assignees

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., th's accument 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: 1440 GENTRY RD, HOFFMAN ESTATES, IL 60195

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 Open-End Mortgage (Security Future Advances) (the "Existing Security Instrument") given by SYED A RIZVI, A MARRIED MAN, covering that real property, more particularly described as follows:

#### See Attached Exhibit A

which document is dated the 29th day of January, 2004, which filed in Document ID# 0404208227 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.

N/A

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$202,500.00 (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. To be recorded concurrently with this Agreement. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

exceeds this amount, the Subordination Agreement is V HE360 SUB/PC - IL - H3S121015 L rev 20150405 000000000897080

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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.

The Senior Lender has an existing loan in the original principal amount of \$253,125.00 (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 World Savings Bank, FSB, Its Successors And/Or Assignees, as beneficiary and recorded on 02/11/2004 in Document ID# 0404208228 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 Security Instrument"). Through an inadvertent error, the Junior Security Instrument was recorded prior to the Senior Security Instrument.

In 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.

**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

- N/A Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and tene wals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose represently secured or which may in the future be secured by the Existing Security Instrument.
- X 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 replayment 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 penefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all or these holding title under any of them.

#### Nonwaiver -

- N/A This Agreement may not be changed or terminated orally. No indulgence, vaiver election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.
- This Agreement may not be changed or terminated orally. No indulgence, waiver, election or nonelection 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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#### Legal Description:

LOT 10 BLOCK 141 IN THE HIGHLANDS AT HOFFMAN ESTATES XI, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1960, AS DOCUMENT 17488413, IN COOK COUNTY, ILLINOIS.

SCHAUMBURG, ILLINOIS 60145