

# UNOFFICIAL COPY

Doc#: 1610656007 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/15/2016 09:09 AM Pg: 1 of 4

**Recording Requested By and  
When Recorded Return To:**

ServiceLink- CRS  
3220 El Camino Real **20519943**  
Irvine, CA 92602  
(800) 756-3524 Ext. 43275 **MT**

**This Instrument Prepared by:**

Wells Fargo Bank, **Barbara A. Edwards**  
MAC P6101-170  
P.O. Box 4149  
Portland, OR 97208-4149  
1-800-945-3056

Parcel#: 07-35-309-022-1000

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Reference: 184510471201416 - 20043077700034

**SUBORDINATION AGREEMENT FOR  
MORTGAGE (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 3/29/2016

Current Lien Amount: \$60,000.00

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 lien loan being originated or modified by the Wells Fargo Home Mortgage Group.*

Property Address: 512 SEQUOIA TRL, ROSELLE, IL 60172

**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 EMMY LOU JOHNSON, AN UNMARRIED WOMAN, covering that real property, more particularly described as follows:

See Attached Exhibit A

which document is dated the 30th day of November, 2004, <sup>\*</sup>which filed in Document ID# 0435502015 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** **recorded 12/20/2004**  
The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$113,267.13 (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.

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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 \$113,267.13 (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 Wells Fargo Bank, N.A., as beneficiary\* and recorded on 03/16/2016 in Document ID# 1067646048 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. \*dated 02/29/2016

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.

**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 be secured by the Existing Security Instrument.
- 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 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 shall affect this Agreement.
- This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-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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Order No.: 20519943  
Loan No.: 0388123325

## Exhibit A

The following described property:

Parcel 1:

Lot 113 in the Trails Unit 2, being a subdivision in the Southwest 1/4 of Section 35, Township 41 North, Range 10, East of the Third Principal Meridian, as per plat of subdivision recorded April 18, 1972, as document 21870672 in Cook County, Illinois.

Parcel 2:

Rights and easements for ingress and egress appurtenant to and for the benefit of Parcel 1 as created by the grant of easements recorded as Document Number 21992274 and as created by the grant of easement recorded as Document Number 22223915, all in Cook County, Illinois.

Assessor's Parcel No: 07-35-309-022-0000

Property of Cook County Clerk's Office