## **UNOFFICIAL COPY**

**RETURN TO:** 

Mortgage Connect, LP 260 Airside Drive Moon Township, PA 15108 Doc#. 1633006123 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 11/25/2016 01:48 PM Pg: 1 of 4

This Instrument Prepared by:

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

Parcel#: 18-19-205-00/-0000

819996

[Space Above This Line for Recording Data]

Reference: 116802192111513 - 20132121058000

### SUBOPDINATION AGREEMENT FOR L (NE OF CREDIT MORTGAGE

of Count

Effective Date: 9/12/2016

Current Lien Amount: \$103,000.00

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 doct ment 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: 6508 BLACKHAWK TRL, INDIAN HEAD PARK, IL 60525

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

The Subordinating Lender has an interest in the Property by virtue of a Line Of Credit Mortgage (the "Fusting Security Instrument") given by THOMAS P KILEY AND AMY L KILEY, HUSBAND AND WIFE, covering that real property, more particularly described as follows:

#### See Attached Exhibit A

which document is dated the 4th day of October, 2013, which filed in Document ID# 1328815062 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.

X

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$401,800.00 (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.

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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.

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 Wells Fargo 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 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 Subolainete

- 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 inute 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, wiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or elated documents shall affect this Agreement.
- N/A 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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## **UNOFFICIAL COPY**

SUBORDINATING LENDER:	
Wells Fargo Bank, N.A.	
By/OC	SEP 1 2 2016
(Signature) Barbara A. Edwards (Title) Vice President Loan Documentation	Date
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon )  COUNTY OF Mulmomah )	
The foregoing Subordingtion Agreement was acknowledged before me, a notary pu	, by Barbara A. Edwards, as Lender, on behalf of said
Mulu Xuanufuya (Notary Public)	
OFFICIAL SEAL LINH NHU XUAN NOUTEN NOTARY PUBLIC - OREGON COMMISSION NO. 475688 MY COMMISSION EXPIRES FEBRUARY 12, 2017	^/
	T'S OFFICE

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### **EXHIBIT A**

The following described real estate situated in the County of Cook in the State of Illinois, to wit:

Lot 5 in Block 1 in Indian Head Park, a subdivision in the South 1/4 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 19, Township 38 North, Range 12 Fast of the Third Principal Meridian, in the Cook County, Illinois S5-007-0.

COOK COUNTY CLOSELY'S OFFICE

Tax ID: 18-19-205-007-0000