

# UNOFFICIAL COPY



\*1636510242\*

Recording Requested By/Return To:  
Wells Fargo  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9900

Doc# 1636510242 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/30/2016 03:27 PM PG: 1 OF 5

This Instrument Prepared by:  
Wells Fargo Bank  
MAC P6101-170  
P.O. Box 4149  
Portland, OR 97208-4149  
1-800-945-2056

Parcel#: 04-30-402-50-0000

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## FIRST AMERICAN TITLE

Reference: 267507620743 - 20161985700022

FILE # 2801905

### SUBORDINATION AGREEMENT FOR LINE OF CREDIT MORTGAGE

Effective Date: 10/27/2016

Current Lien Amount: \$100,000.00

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: 4603 JENNA RD, GLENVIEW, IL 60025

**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 Line Of Credit Mortgage (the "Existing Security Instrument") given by AN UNDIVIDED FOUR-TENTHS INTEREST TO EDWARD SIENKIEWICZ AND UNDIVIDED SIX-TENTHS INTEREST TO ELAINE HARBUT, HUSBAND AND WIFE, AS TENANTS IN COMMON, covering that real property, more particularly described as follows:

See Attached Exhibit A

which document is dated the 13th day of August, 2016, which filed in Document ID# 1624222100 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 \$253,000.00 (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.

HE360 SUB/PC - IL - H3S121015 L rev 20150405  
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Page 1 of 3

AS RECORDED CONCURRENTLY HEREWITH

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P 5  
S A  
SC Y  
INTA

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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 subordinate

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 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.

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 holding title under any of them.

### Nonwaiver –

X 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.

N/A 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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**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By *BAE*  
(Signature) Barbara A. Edwards  
(Title) Vice President Loan Documentation

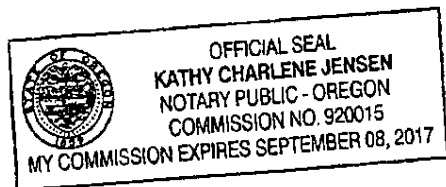
OCT 27 2016  
Date

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )  
 )ss.  
COUNTY OF Multnomah )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 27 day of Oct, 2016, by Barbara A. Edwards, as Vice President Loan Documentation of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

*Kathy Charlene Jensen* (Notary Public)



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## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: THAT PART OF LOT 1 IN THE INSIGNIA PRESERVE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29 AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 11, 2002 AS DOCUMENT NO. 0021367419, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 28 MINUTES 06 SECONDS WEST, 564.61 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 54 SECONDS WEST, 16.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 28 MINUTES 06 SECONDS WEST, 65.00 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 54 SECONDS WEST, 69.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 06 SECONDS EAST, 65.00 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 54 SECONDS EAST, 69.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 32.50 FEET THEREOF (AS MEASURED PERPENDICULAR TO THE WEST LINE THEREOF), ALL IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 04-30-402-050-0000 Vol. 133

Property Address: 4603 JENNA RD, GLENVIEW, Illinois 60025

Property of Cook County Clerk's Office

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(Space Above Reserved for Recorder's Stamp)

## AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I, Erica May, being duly sworn, state that I have access to the copies of the attached document(s), for which I am listing the type(s) of document(s) below:

Subordination Agreement for Line of Credit  
(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Kendra Closest  
(print name(s) of executor/grantor)

Kathy Charlene Jensen  
(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

FIRST AMERICAN TITLE  
(print your relationship to the document(s) on the above line)

### OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

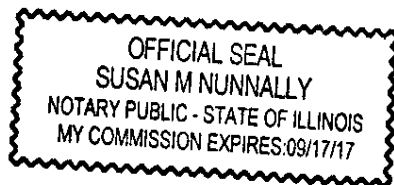
Erica May  
Affiant's Signature Above

12-23-16  
Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

12-23-16  
Date Document Subscribed & Sworn Before Me

Susan M Nunnally  
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for any photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document.

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FILE # 28101803