## **UNOFFICIAL COPY**

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 Barbara 1. Edwards

Doc# 1705329043 Fee \$44.00

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

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/22/2017 11:00 AM PG: 1 OF 4

Parcel#: 17-33-314 051-1003

[Space Above This Line for Recording Data]

6255020

Reference: 47018641919110 - 20112739900034

SUBOPDINATION AGREEMENT FOR **MORTGAGE** 

Effective Date: 12/8/2016

Current Lien Amount: \$87,400.00

Senior Lender: Homeward Residential Inc

24 Co41 Subordinating Lender: Wells Fargo Bank, N.A.

Return To: Record 3rd Indecomm Global Services 1260 Energy Lane St. Paul, MN 55108 80615923

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this decument is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Gi oup is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 3756 SOUTH UNION AVENUEUNIT #2, CHICAGO, IL 60609 1000

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 (the "Existing Security") Instrument") given by PAULA HENDERSON, AN UNMARRIED PERSON, AS TO AN EIGHTY (80%) PERCENT INTEREST AND D JASON CRUM, AN UNMARRIED PERSON, AS TO A TWENTY (20%) PERCENT INTEREST, AS TENANTS IN COMMON AND NOT AS JOINT TENANTS OR AS TENANTS BY THE ENTIRETIES, covering that real property, more particularly described as follows:

#### See Attached Exhibit A

which document is dated the 22nd day of November, 2011, which filed in Document ID# 1134008665 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 \$365,000.00 (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

1705329043 Page: 2 of 4

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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.

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 Homeward Residential Inc, 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 Junio. Security Instrument was recorded prior to the Senior Security Instrument.

The Superdinating 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 stoord nates the lien of the Existing Security Instrument, and all of its modifications, extensions and renevals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment's 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 beautit 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 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.

1705329043 Page: 3 of 4

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SUBORDINATING LENDER:	
Wells Fargo Bank N.A.	
By 100	DEC 08 2016
(Signature) Barbara A. Edwards (Title) Vice President Loan Documentation	Date
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon ) )ss.	
COUNTY OF Viv.tnomah )	
The foregoing Subordination Agreement was acknowledged before me, a no	tary public or other official qualified to
Vice President Loan Documentation of Wells Fargo Bank, N.A., the Subordi Subordinating Lender pursuant to authority granted by its Board of Directors produced satisfactory proof of his/her identity.  (Notary Public)  OFFICIAL SEAL KRISTEN REGINA ABBOTT	s. S/he is personally known to me or has
	Clart's Office

1705329043 Page: 4 of 4

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### **EXHIBIT A - LEGAL DESCRIPTION**

Tax Id Number(s,: 17-33-314-051-1003

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

UNIT #2 - IN THE 3756 SOUTH UNION CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF CAND:

LOT 2 IN BLOCK 1 IN MCPHERSON AND ALLERTON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCK 25 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES.

Commonly known as: 3756 South Union Avenue Unit 2, Chicago, 12 60609

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