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Doc#: 1707947019 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/20/2017 09:25 AM Pg: 1 of 4

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

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

21690951

This Instrument Prepared by:

Wells Fargo Bank, Barbara A. Edwards
MAC P6101-170
P.O. Box 4149
Portland, OR 97208-4149
1-800-945-3035

Parcel#: 14-06-400-050-0000

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Reference: 446606890818 -

SUBORDINATION AGREEMENT FOR HOME EQUITY LINE OF CREDIT MORTGAGE

Effective Date: 2/27/2017

Current Lien Amount: \$100,000.00

Senior Lender: Wells Fargo Bank, N.A.

Subordinating Lender: Wells Fargo Bank, N.A. A Successor In Interest To Wachovia Financial Services, Inc.

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: 5805 N PAULINA, CHICAGO, IL 60660

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 Home Equity Line Of Credit Mortgage (the "Existing Security Instrument") given by SCOTT CUNNINGHAM AND SHERI C KESSLER, covering that real property, more particularly described as follows:

See Attached Exhibit A

which document is dated the 14th day of June, 2007, which filed in Document ID# 0720002199 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 \$254,950.07 (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 \$254,950.07 (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 01/13/2017 in Document ID# 1701349132 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.

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.

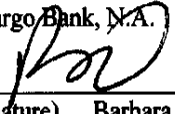
C. Signatures and Acknowledgements

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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SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

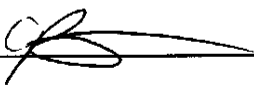
By 
(Signature) Barbara A. Edwards
(Title) Vice President Loan Documentation

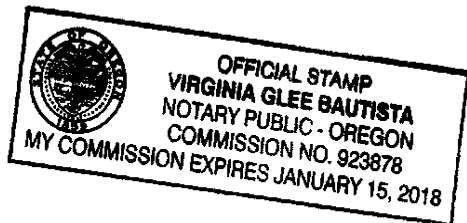
2/27/17
Date

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 27th day of February, 2017, 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.

 (Notary Public)



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Order No.: 21690951
Loan No.: 0388484479

Exhibit A

The following described property:

Situated in the County of Cook in the State of Illinois to wit:

Parcel 1:

The North 25.00 feet of the South 50.00 feet of the west 127.00 Feet, as measured Perpendicular to the West and South line of that tract of land described as follows: Lots 8, 9, and 10 (Except that part conveyed to the city of Chicago for widening streets By deeds recorded as document numbers 9225038 and 9225039) and lots 11, 12, 13, 14 and 15 and the vacated alley lying east of and adjoining lot 11 and west of and adjoining Lots 8 to 10 in the Resubdivision of block 7 in Barrett and Galloway's Resubdivision of Blocks 7, 8 and 9 in Henrytown in the east 1/2 of the southeast 1/4 of Section 6, Township 40 north, Range 14 east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Non-exclusive easements for ingress and egress for the benefit of the parcels aforesaid as created by and set forth in the reservation and grant of Easement for ingress and Egress and for public utilities recorded as document number 0414039061.

Assessor's Parcel No: 14-06-406-050-0000

PROPERTY OF COOK COUNTY CLERK'S OFFICE