## **UNOFFICIAL COPY**

Doc#. 2119404412 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 07/13/2021 12:26 PM Pg: 1 of 4

Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

This Instrument Prepared by:

Wells Fargo MAC P6050-017 P.O. Box 4149 Portland, OR 97208-4149 1-800-945-3056

Parcel#: 02-20-10 +-023-0000

27552118

[Space Above This Line for Recording Data]

Reference: 310788582323512 - 20122367800011

# SUBORDINATION AGREEMENT FOR LINE OF CREDIT MORTGAGE

Effective Date: 1/4/2021

X

Current Lien Amount: \$66,300.00

Senior Lender: Bank Of America 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 (rou) is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 15 WOODVIEW LANE, INVERNESS, IL 60067-0000

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is 1.12 de 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 (ine "Existing Security Instrument") given by AARON M GRUNDMAN AND GLORIA M GRUNDMAN, HUSBAND AND WIFE, NOT AS TENANTS IN COMMON NOR AS JOINT TENANTS BUT AS TENANTS BY ENTIRETY, covering that real property, more particularly described as follows:

#### See Attached Exhibit A

which document is dated the 27th day of September, 2012, and which was filed in Document ID# 1227908346 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 \$709,000.00 (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.

Recorded Mortgge on 3-2-2021
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Recorded Mortgge on 3-2-2021

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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. If, however, the New Loan or Amended Loan exceeds \$709,000.00 the Subordination Agreement is VOID. Further, if the Borrower(s) do not agree to the reduced credit limit, if applicable, then this Agreement is VOID.

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, as trustor, in favor of N/A, as trustee for the benefit of Bank Of America 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 Supordinating 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 are receipt of which is hereby acknowledged, the parties agree as follows:

#### A. Agreement to Subordinate



If all terms and conditions set forth in this Agreement are met, the 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.



If all terms and conditions set forth in this Agreement are met, 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 or as fit 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, flection or non-election by New Lender or the trustee(s) under the New Security Instrument or relate's 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.

## **UNOFFICIAL COPY**

Wells Fargo Bank, N.A  By  (Signature) Tom E. Gilroy (Title) Vice President  (Title) Tom E. Gilroy	
By (Signature) Tom E. Gilroy Date	
<del>-</del>	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon )	
COUNTY OF Washington )ss.	
The foregoing Suborcination Agreement was acknowledged before me, a notary public or other official qualified	to
administer oaths this	t to

MY COMMISSION EXPIRES JANUARY 06, 2024

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Order No.: 27552118

#### **LEGAL DESCRIPTION**

**EXHIBIT "A"** 

The following described property:

Lot 3 in Inverties; Woods, a Subdivision in the South 319.55 Feet (as Measured on the Westerly Line of Said East 112) of the North 1513.78 Feet of That Part of the East 1/2 of the Northwest 1/4 of Section 20, Township 42 North, Range 10 East of the Third Principal Meridian, Lying Westerly of the Center of Ela Road, in Cook County Utinois.

Assessor's Parcel No:

02-20-104-023-0000