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Cook County Recorder

27.00



1882 420

Illinois

SUBORDINATION AGREEMENT

This Subcraination Agreement (this "Agreement"), granted this <u>25TH</u> day of <u>JANUARY 2001</u>, by THE CHASE MANHATTAN BANK USA, N.A. ("Chase") to <u>Washington Mutual Home Loan</u> (the "Lender"),

WITNESSETH:

WHEREAS, Chase has heretofore extended a line of credit loan to FLORIAN J. GREEN (the "Borrower") pursuant to a Home Equity Line of Credit Agreement dated JUNE 12, 2000 (the "Line of Credit Loan"); and

WHEREAS, the Borrower's obligations under too Line of Credit Loan 0916177560 are secured by a Mortgage from the Borrower to Chase, dated JUNE 12, 2000, recorded JUNE 14, 2000 in the Land Records of COOK County, Illinois as Document #00436760 (the "Home Equity Mortgage"), covering real property located at 5055 N. SHERIDAN RD. -3N (the "Property"); and

P.I.N. #

This document was prepared by and, after recording, should be returned to:

ANTHONY RAMCHARITAR, The Chase Manhattan Bank, 20 South Clinton Avenue,

Home Equity Records Management, Seneca 5, Rochester, NY 14604

Home Equity Account Number 0916177560

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BOX 333-CTT

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WHEREAS, the Lender proposes to make a loan in the original principal amount of \$186,000 to the Borrower (the "New Loan"), the proceeds of which will be used to repay in full all of the Borrower's original obligations secured by an original Mortgage, and to obtain a release of the lien created by the original Mortgage; and

WHEREAS, as a condition of making the New Loan, the Lender has required the Borrower to execute a mortgage on the Property securing repayment of the New Loan (the "New Mortgage"), which, upon execution and recordation of this Agreement, shall have a first lien position on the Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chase hereby agrees as follows:

- 1. Chase hereby subordinates the lien created by the Home Equity Mortgage to the lien created by the New Mortgage to the end that the lien of the New Mortgage shall be superior to the lier of the Home Equity Mortgage.
- 2. The subordination described in paragraph 1. above shall not apply to any future advance of funds to the Borrower by the Lender except for advances necessary to protect the security of the New Mortgage.
- 3. This Agreement shall be binding upon and shall inure to the benefit of Chase and the Lender and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Home Equity Mortgage or the New Mortgage.
- 4. This Agreement shall be construed in accordance with the laws of the State of Illinois.

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IN WITNESS WHEREOF, Chase has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

WITNESS:

THE CHASE MANHATTAN BANK USA, N.A.

Name:

CAROĽ J. RICIGLI<u>ÁNO</u>

Title:

SECOND VICE PRESIDENT O

CHASE MANHATTAN MORTGAGE

CORPORATION

STATE OF NEW YORK, COUNTY CFMONROE, to wit:

I hereby certify that, on this 25 l'H day of JANUARY 2001, before the subscriber, a Notary Public of the aforesaid Stare, personally appeared CAROL J. RICIGLIANO, who acknowledged himself/herself to be the CAROL J. RICIGLIANO, of The Chase Manhattan Bank USA, N.A., a body corporate, and that he/she executed the foregoing Subordination Agreement for the purposes thereir, contained by signing the name of the said body corporate by himself/herself as SECOND VICE PRESIDENT OF CHASE MANHATTAN MORTGAGE CORPORATION.

Notary Public

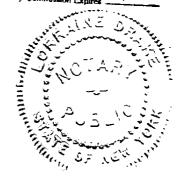
FEB 28 2002

My Commission Expires: ___

LORRAINE DRAKE

Notary Public in the State of New York

MONROE COUNT F B 2 8 2002



ELECTION OFFICIAL COPY



Derty Or Cook County Clerk's Office

STREET ADDRESS: 5055 N. SHERIDAN RD., UNIT 3 AL COPY0132513
CITY: CHICAGO
TAX NUMBER: 14-08 - 407-029-1008

LEGAL DESCRIPTION:

PARCEL 1:

UNIT 3N IN THE 5053 SHERIDAN ROAD CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 2 IN THE SUBDIVISION OF THE WEST 574 FEET OF LOT 1 OF W. C. GOUDY'S EAST SUBDIVISION OF BLOCK 5 OF ARGYLE SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 89102302, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EXLUSIVE RIGHT TO THE USE OF PS-2A LIMITED COMMON ELEMENTAS DELINEATED ON THE SURVEY S- AID

COOK

COOK ATTACHED TO THE DECLARATION AFCRESAID RECORDED AS DOCUMENT 89102302