UNOFFICIAL CO0548323

Cook County Recorder

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Illinois

## SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement"), granted this 11TH day of MAY 2001, by CHASE MANHATTAN BANK USA, N.A. ("Chase") to COUNTRYWIDE HOME LOANS, INC. (the "Lender"),

WITNESSETH:

00105483 22 AM

WHEREAS, Chase has heretofore extended a line of credit loan to PAUL

A. HOLMAN (the "Borrower") pursuant to a Horne Equity Line of Credit Loan; ); and

WHEREAS, the Borrower's obligations under the Line of Credit Loan 0916105285 are secured by a Mortgage from the Borrower to Chase, dated February 18, 2000, recorded February 18, 2000 in the Land Records of COOK County, illinois as Document #00123965 (the "Home Equity Mortgage"), covering real property located at 4454 NORTH HAZEL ST UNIT 2, CHICAGO, IL 60640 (the "Proper y"); and

P.I.N. # 14-17-226-019-1003

This document was prepared by and, after recording, should be returned to:
, Chase Manhattan Bank, Home Equity Subordinations, 20 South Clinton Avenue,
Seneca 3, Rochester, NY 14604

Home Equity Account Number 0916105285



## THE SAL CC Legal (Reference: 54144

Parcel 1:

Unit numbers 4454-2 and 901-2, in the Hazelton Condominium, as delineated on a Survey of the following described Tract of Land:

Lot 33 in A.T. Galt's Sheridan Road Subdivision in the East 1/2 of the Northeast 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 96498486; together with its undivided percentage interest in the common elements in Cook County, Illinois.

Parcel 2:

Parking Unit P-1 together with its undivided percentage interest in the common elements in Sunnycourt Condomir ium Parking Association as delineated and defined in the Declaration recorded as Document Number 95367543, in the East 1/2 of the Northeast 1/4 of Section 17, Township 40 nth d Princy

Of Columns Clark's Office North, Range 14, East of the Third Principal Meridian, in Cook County, 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:

CHASE MANHATTAN BANK USA, N.A.

Name:

CAROL J. KICIGLIANO

Title:

Title: ATTORNEY IN FACT FOR CHASE

MANHATTAN BANK USA, N.A. /

SECOND VICE PRESIDENT OF THE

CHASE MANHATTAN BANK

STATE OF NEW YORK, COUNTY OF MONROE, to wit:

I hereby certify that, on this 11TH day of MAY 2001, before the subscriber, a Notary Public of the aforesaid State, personally appeared CAROL J. RICIGLIANO, who acknowledged himself/herself to be the CAROL J. RICIGLIANO ATTORNEY IN FACT FOR CHASE MANHATTAN BANK USA, N.A. / SECOND VICE PRESIDENT OF THE CHASE MANHATTAN BANK, a body co-porate, and that he/she executed the foregoing Subordination Agreement for the purposes therein contained by signing the name of the said body corporate by himself/herself as ATTORNEY IN FACT FOR CHASE MANHATTAN BANK USA, N.A. / SECOND VICE PRESIDENT OF THE CHASE MANHATTAN BANK.

Notary Public

My Commission Expires:

11/30/02

DONNA E. BLOECHL Netary Public, State of New York No. 01BL4816909 Qualified in Monroe Count Commission Expires Nov. 30, 20



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WHEREAS, the Lender proposes to make a loan in the original principal amount of \$129,900 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, snall 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 lien 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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