

FIRST AMERICAN LENDERS ADVANTAGE ORDER # LAR 45430 3 of 3

Illinois

SUBORDINATION AGREEMENT

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This Subordination Agreement (this "Agreement"), granted this <u>6TH</u> day of <u>AUGUST 2001</u>, by CHASE MANHATTAN BANK USA, N.A. ("Chase") to <u>WELLS</u> <u>FARGO HOME MORTGAGE, INC, IT'S SUCCESSORS AND/OR ASSIGNS</u> (the "Lender"),

WITNESSETH:

WHEREAS, Chase has heretofore extended a line of credit/loan to ROBERT P. TOTH AND ILENE M. TOTH (the "Bonewer") pursuant to a Home Equity Line of Credit Agreement/Loan Note dated (the "Line of Credit/Loan"); and

WHEREAS, the Borrower's obligations under the Line of Credit/Loan #71183290004057 are secured by a Mortgage from the Borrower to Chase, dated, recorded March 4, 1998 in the Land Records of COOK County, Illinois as Document #98171016 (the "Home Equity Mortgage"), covering real property located at 6 LENOX CT, LEMONT, IL 60439 (the "Property"); and

P.I.N. # 22-21-305-024

This document was prepared by and, after recording, should be returned to:
, CHASE MANHATTAN BANK USA, N.A., Home Equity Superdinations, 20 South
Clinton Avenue, S-3, Rochester, NY 14604

Home Equity Account Number 71183290004057



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WHEREAS, the Lender proposes to make a loan in the original principal amount of \$131,000 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, TAEREFORE, 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 Flome 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:

CHASE MANHATTAN BANK USA, N.A.

By:

Name:

HAROLD W. DRAKE

Witton of AncHAR Maille:

MORTGAGE OFFICER OF THE CHASE MANHATTAN BANK

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

I hereby certify that, on this 6Th day of AUGUST 2001, before the subscriber, a Notary Public of the aforesaid State, personally appeared HAROLD W. DRAKE, who acknowledged himself/herself to be the HAROLD W. DRAKE MORTGAGE OFFICER OF THE CHASE MANHATT. AND BANK, a body corporate, and that he/she executed the foregoing Subordination Agree ment for the purposes therein contained by signing the name of the said body corporate by nimself/herself as MORTGAGE OFFICER OF THE CHASE MANHATTAN BANK.

Notary Public

My Commission Expires:

PATRICIA M. FALKOFF Notary Public, State of New York

Qualified in Monroe County

My Commission Expires Feb. 13, 2003

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Legal (Reference:) for Order Namber 15430 | C | AL COPY

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Lot 76 in McCarthy Pointe, being a subdivision of part of the Southwest 1/4 of Southwest 1/4 of Section 21, and part of the Northwest 1/4 of Section 28, all in Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

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