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Cook County Recorder 27.50



FIRST AMERICAN
LENDERS ADVANTAGE
ORDER # LAR 45430
3 of 3

Illinois

SUBORDINATION AGREEMENT

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

WITNESSETH:

WHEREAS, Chase has heretofore extended a line of credit/loan to ROBERT P. TOTH AND ILENE M. TOTH (the "Borrower") 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 Subordinations, 20 South Clinton Avenue, S-3, Rochester, NY 14604

Home Equity Account Number 71183290004057



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COOK COUNTY CLERK
111 N. LAUREL ST.
CHICAGO, IL 60601

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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, 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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CLERK OF COOK COUNTY
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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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