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Cook County Recorder

25.00



Illinois

SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement"), granted this 17TH day of OCTOBER 2001, by CHASE MANHATTAN BANK USA, N.A. ("Chase") to CHASE MANHATTAN MORTGAGE CORPORATION (the "Lender"),

MITNESSETH:

WHEREAS, Chase has heretofore extended a line of credit/loan to AMY R. MCLAREN (the "Borrower") pursuant to a Home Equity Line of Credit Agreement/Loan Note dated September 14, 2000 (the "Line of Credit/Loan"); and

WHEREAS, the Borrower's obligations under the Line of Credit/Loan #9891883655 are secured by a Mortgage from the Borrower's Chase, dated September 14, 2000, recorded September 22, 2000 in the Land Records of COOK County, Illinois as Document #00739630 (the "Home Equity Mortgage"), covering real property located at 420 GRAND AVE W 3I, CHICAGO, IL 60610 (the 'Property"); and

P.I.N. #N/A

This document was prepared by and, after recording, should be returned to: N/A, CHASE MANHATTAN BANK USA, N.A., Home Equity Subordinations, 700 Kansas Lane Monroe, La 71203 Attn: Angela Fenison

Home Equity Account Number 9891883655

BOX 333-CTI

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WHEREAS, the Lender proposes to make a loan in the original principal amount of \$286,000 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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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: Manual William Division of the Month of the State of the State

I hereby certify that, on this 17TH day of OCTOBER 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 MANHATTAN BANK, a body corporate, and that he/she executed the foregoing Subordination Agree near for the purposes therein contained by signing the name of the said body corporate of himself/herself as MORTGAGE OFFICER OF THE CHASE MANHATTAN BANK.

Notary Public

TERRY TORRES

Notary Public, State of New York
MONROE COUNTY

My Commission Expires 4-18-87

My Commission Expires:

026601