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Cook County Recorder 27.50



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Illinois

**SUBORDINATION AGREEMENT**

This Subordination Agreement (this "Agreement"), granted this 8TH day of NOVEMBER 2001, by CHASE MANHATTAN BANK USA, N.A. ("Chase") to WELLS FARGO HOME MORTGAGE, INC (the "Lender"),

WITNESSETH:

WHEREAS, Chase has heretofore extended a line of credit/loan to WILLIAM F. O'BRIEN, JR. AND JO ANN M. O'BRIEN (the "Borrower") pursuant to a Home Equity Line of Credit Agreement/Loan Note dated October 18, 1995 (the "Line of Credit/Loan"); and

\* HUSBAND AND WIFE

WHEREAS, the Borrower's obligations under the Line of Credit/Loan #8041016703 are secured by a Mortgage from the Borrower to Chase, dated October 18, 1995, recorded November 17, 1995 in the Land Records of COOK County, Illinois as Document #95801536 (the "Home Equity Mortgage"), covering real property located at 505 N. LAKE SHORE DRIVE, UNIT # 1103, CHICAGO, IL 60611 (the "Property"); and

P.I.N. # 17-10-214-016-1748

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 8041016703

1st AMERICAN TITLE order # LARS3392  
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Property of Cook County Clerk's Office

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WHEREAS, the Lender proposes to make a loan in the original principal amount of \$204,000 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:

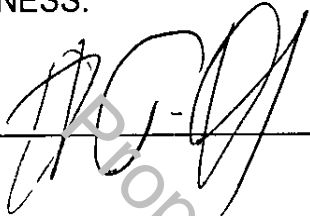
1. Chase hereby subordinates the lien created by the Home Equity Mortgage to the lien created by the New Mortgage to the end that the lien of the New Mortgage shall be superior to the lien of the Home Equity Mortgage.
2. The subordination described in paragraph 1. above shall not apply to any future 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.

  
\_\_\_\_\_

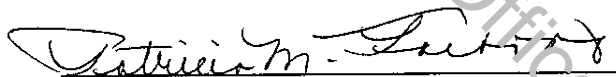
By: Harold Drake

Name: HAROLD DRAKE

Title: MORTGAGE OFFICER OF THE  
CHASE MANHATTAN BANK

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

I hereby certify that, on this 8TH day of NOVEMBER 2001, before the subscriber, a Notary Public of the aforesaid State, personally appeared HAROLD DRAKE, who acknowledged himself/herself to be the HAROLD DRAKE MORTGAGE OFFICER OF THE CHASE MANHATTAN BANK, a body corporate, 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 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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## ALTA COMMITMENT

### SCHEDULE C

File No.: LAR83392

#### LEGAL DESCRIPTION:

##### PARCEL 1:

UNITS 1102, 1103 AND 1104 IN LAKE POINT TOWER CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

A PART OF LOT 7 IN CHICAGO DOCK AND CANAL CO'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 88309162 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

##### PARCEL 2:

EASMENTS FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSES OF STRUCTURAL SUPPORT, INGRESS AND EGRESS AND UTILITY SERVICES AS SET FORTH IN THE DECLARATION RECORDED JULY 14, 1988 AS DOCUMENT 88309160.