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Cook County Recorder

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COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MARKHAM OFFICE

Illinois

4309667 212617 DUT

This Subordination Agreement (this "Agreement"), granted this 24th day of JANUARY, 2003, by CHASE MANHATTAN BANK USA, N.A. ("Chase") to CHASE MANHATTAN MORTGAGE CORPORATION ISAOA (the "Lender"),

## WITNESSETH:

WHEREAS, Chase has heretofore extended a line of credit/loan to <u>SANGWON KIM AND JAE YOUNG YOO</u> (the 'Borrower") pursuant to a Home Equity Line of Credit Agreement/Loan Note dated <u>MAY 15, 2001</u> (the "Line of Credit/Loan"); and

WHEREAS, the Borrower's obligations under the Line of Credit/Loan 9892268088 are secured by a Mortgage from the Borrower to Crease, dated MAY 15, 2001, recorded JUNE 1, 2001 in the Land Records of COOK County, Illinois as Document 0010463818 (the "Home Equity Mortgage"), covering real property located at 1185 REGENCY DR SCHAUMBURG IL 60193 (the "Property"); and

P.I.N. # 07-33-104-108, VOL. 187

This document was prepared by CHASE MANHATTAN BANK USA, N.A., Home Equity Subordination, 20 South Clinton Avenue, S-3, Rochester, NY 14604 and after recording should be returned to: CMMC Records Management, 700 Kansas Lane, Monroe, LA 71203 ATTN: Alison Latino.

Home Equity Account Number 9892268088

WHEREAS, the Lender proposes to make a loan in the original principal amount of \$130,000 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 foliows:

- 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 small 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 aws of the State of Illinois.

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MANHATTAN BANK USA, N.A.

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 Title: MORTGAGE OFFICER CHASE

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

I hereby certify that, on this 24ir day of JANUARY, 2003, before the subscriber, a Notary Public of the aforesaid State personally appeared HAROLD W. DRAKE, who acknowledged himself/herself to be the MORTGAGE OFFICER CHASE MANHATTAN BANK USA, N.A., a body corporate, and that he/she executed the foregoing Subordination Agreement for the purposes the ein contained by signing the name of the said body corporate by himself/herself as MCR7GAGE OFFICER CHASE MANHATTAN BANK USA, N.A..

Patrick J. Scanlon Notary Public, State of New York Qualified in Monroe County Lic. # 01SC6079095 Zの入Notary Publ Commission Expires \_

My Commission Expires:

## UNOFFICIAL COPSY2750

**ORDER NO.: 1301** 004309667 ESCROW NO.: 1301 004309667

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STREET ADDRESS: 1185 REGENCY DRIVE

COUNTY: COOK CITY: SCHAUMBURG ZIP CODE: 60193

TAX NUMBER: 07-33-104-108-0000

LEGAL DESCRIPTION:

Droponty Of Co THAT PART OF LOT 11 IN WELLINGTON COURT, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHI? 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1988 AS DOCUMENT NO. 88598270 DESCRIBED AS FOLLOWS:: CO.W.MENCING AT THE NORTHEAST CORNER OF SAID LOT 11: THENCE SOUTH 53 DEGREES 20 MINUTES 60 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 11 A DISTANCE OF 170.00 FEET 10 THE MOST SOUTHERLY CORNER OF SAID LOT 11: THENCE NORTH 36 DEGREES 40 MINUTES 00 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 11. A DISTANCE OF 16.43 FEET FOR A PLACE OF BEGINNING: THENCE CONTINUING NORTH 36 DEGREES 40 MINUTES 00 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 11 A DISTANCE OF 22.17 FEET; THENCE NORTH NORTH 13 DEGREES 24 MINUTES 46 SECONDS EAST 151,77 FEET TO A POINT ON A CURVE, BEING THE NORTHERLY LINE OF SAID LOT 11; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, BEING THE NORTHERLY LINE OF LOT 11, BEING CONCAVE TO THE SOUTH HAVING A RADIUS OF 170.00 FEET, HAVING A CHORD BEARING OF SOUTH 86 DEGREES 21 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 17.05 FF'...T., THENCE SOUTH 13 DEGREES 24 MINUTES 46 SECONDS WEST, 167.18 FEET, TO THE POINT OF LEGINNING, IN COOK COUNTY, ILLINOIS.