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2003-03-05 08:37:39

Cook County Recorder 30.00



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Illinois

**SUBORDINATION AGREEMENT**

This Subordination Agreement (this "Agreement"), granted this 10th day of FEBRUARY, 2003, by CHASE MANHATTAN BANK USA, N.A. ("Chase") to CHASE MANHATTAN MORTGAGE CORPORATION ISAOA (the "Lender"),

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WITNESSETH:

WHEREAS, Chase has heretofore extended a line of credit/loan to PHILIP G. HEMMER AND ELISABETH G. HEMMER (the "Borrower") pursuant to a Home Equity Line of Credit Agreement/Loan Note dated MAY 3, 2001 (the "Line of Credit/Loan"); and

WHEREAS, the Borrower's obligations under the Line of Credit/Loan 9892231649 are secured by a Mortgage from the Borrower to Chase, dated MAY 3, 2001, recorded MAY 18, 2001 in the Land Records of COOK County, Illinois as Document 0010419862 WAS SUBORDINATED BY AGREEMENT IN INSTRUMENT NO. 0020933759 (the "Home Equity Mortgage"), covering real property located at 1401 LEXINGTON DRIVE ARLINGTON HEIGHTS, IL, 60004 (the "Property"); and

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P.I.N. # 03-18-106-007-0000

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 9892231649

**BOX 333-CT**

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WHEREAS, the Lender proposes to make a loan in the original principal amount of \$191000.00 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.

Jackie Jones

By: W W Drake

Name: HAROLD W. DRAKE

Title: MORTGAGE OFFICER CHASE  
MANHATTAN BANK USA, N.A.

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

I hereby certify that, on this 10th day of FEBRUARY, 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 therein contained by signing the name of the said body corporate by himself/herself as MORTGAGE OFFICER CHASE MANHATTAN BANK USA, N.A.

Desirae Jourdan  
Notary Public - State of New York  
No. 01JO6082382  
Qualified in Monroe County  
My Commission Expires 10/21/ 06

Desirae Jourdan  
Notary Public

My Commission Expires: \_\_\_\_\_

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## RECORD OF PAYMENT

### Legal Description:

LOT 193 IN GREENBRIER IN THE VILLAGE GREEN UNIT NUMBER 4, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A RESUBDIVISION OF PARTS OF LOTS 10 AND 11 IN GEORGE KIRCHOFF ESTATES SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTIONS 7 AND 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ARLINGTON HEIGHTS, WHEELING TOWNSHIP, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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