UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 05/06/2003 02:54 PM Pg: 1 of 4

Prepared by & Mail to:

Wells Fargo Home Mortgage, Inc. 1 Home Campus Des Moines, IA 50328



SUBORDINATION AGREEMENT

This Subcrdination Agreement (this "Agreement"), granted this 3RD day of APRIL, 2003, by CHASE N'ANHATTAN BANK USA, N.A. ("Chase") to WELLS FARGO HOME MORTGAGE, INCORPORATED (the "Lender"),

ンパTNESSETH:

WHEREAS, Chase has heretofore extended a line of credit/loan to WILLIAM F OBRIEN JR AND JOANN M OBFJEN (the "Borrower") pursuant to a Home Equity Line of Credit Agreement/Loan Note dated NOVEMBER 17, 1995 (the "Line of Credit/Loan"); and

WHEREAS, the Borrower's obligations under the Line of Credit/Loan 8041016703 are secured by a Mortgage from the Borrower to Chase, dated NOVEMBER 17, 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 1103 CHICAGO IL 6061 (the "Property"); and

P.I.N. #

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 8041016703

1st AMERICAN TITLE order #364079 2 of 2

4

03/2629209

0312629210 Page: 2 of 4

UNOFFICIAL COPY

WHEREAS, the Lender proposes to make a loan in the original principal amount of \$202,000.00 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.

0312629210 Page: 3 of 4

UNOFFICIAL COPY

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.

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

I hereby certify that, on this 3° day of APRIL, 2003, before the subscriber, a Notary Public of the aforesaid Scate, 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..

Karen Jones
Notary Public, State of New York
N0. 01J06075592
Qualified in Monroe County
Commission Expires June 10, 20 6

Notary Public

White Or 12

My Commission Expires: 6-10-06

0312629210 Page: 4 of 4

UNOFFICIAL COPY

LEGAL DESCRIPTION - EXHIBIT A

Legal Description: Parcel 1:

Units 1102, 1103 and 1104 in Lake Point Tower Condominium, as defineated 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 it undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2:

Easements for the beneat of Parcel 1 for the purposes of structural support, ingress and egress, and utility services as set forth in Declaration of Covenants, Conditions, Restrictions and Easements made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 7, 1988 and known as Trust Number 1043-99-09, dated July 13, 1988 and recorded July 14, 1988 as Document 88309160.

Permanent Index #'s: 17-10-214-016-1749

Property Address: 505 North Lake Shore Drive, Linit #1102, 1103 & 1104, Chicago, Illinois 60611