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Doc#: 0325246096 Eugene "Gene" Moore Fee: \$30.00 **Dook County Recorder of Deeds** Date: 09/09/2003 09:24 AM Pg: 1 of 4

Illinois

SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement"), granted this 15th day of AUGUST, 2003, by CHASE MANHATTAN BANK USA, N.A. ("Chase") to CHASE MANHATTAN MORTGAGE CORPORATION ISAOA (the "Lender"),

WHEREAS, Chase has heretofore extended a line of credit/loan to WILLIAM M. PAULSON AND MAUREEN P. PAULSON (the "Borrower") pursuant to a Home Equity Line of Credit Agreement/Loan Note gated FEBRUARY 4, 2002 (the "Line 1325246095 of Credit/Loan"); and

WHEREAS, the Borrower's obligations under ine Line of Credit/Loan 9892790842 are secured by a Mortgage from the Borrower to Chase, dated FEBRUARY 4, 2002, recorded MAY 6, 2002 in the Land Records of COOK County, Illinois as Document 0020515995 (the "Home Equity Mortgage"), covering real property located at 4723 N LEAMINGTON AVE CHICAGO IL 60630 (the "Property"); and

P.I.N. # 13-16-209-003-0000

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 9892790842

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WHEREAS, the Lender proposes to make a loan in the original principal amount of \$174,000.00 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.

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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.
Lillia Rivera	By: \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\
O THE STATE OF THE	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 <u>15th</u> day of <u>AUGUST, 2003</u>, before the subscriber, a Notary Public of the aforesaid State, personally appeared <u>HAROLD W. DRAKE</u>, who acknowledged himself/herself to be the <u>MORTGAGE OFFICER CHASE MANHATTAN BANK USA, N.A.</u>, 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 <u>MORTGAGE OFFICER CHASE MANHATTAN BANK USA, N.A.</u>

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

Notary Public

My Commission Expires:

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TOTATELE (INSULANCE COMPADY COMMITMENT FOR TITLE INSURANCE

ORDER NO.: 2000 000386109 SC

SCHEDULE A (CONTINUED)

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 2 IN BLOCK 4 IN SUNNYSIDE ADDITION TO JEFFERSON PARK, BEING A SUBDIVISION OF THAT PART OF LOT 5 AND THE SOUTH 1/2 OF LOT 4 LYING NORTHEAST OF MILWAUKEE AVENUE, ALSO THAT PART OF LOT 2 LYING SOUTHWESTERLY OF THE RAILROAD OF THE SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Proberty of County Clerk's Office

CRLEGAL