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# UNOFFICIAL COPY



Doc#: 0327311068
Eugene "Gene" Moore Fee: \$30.00
Date: 09/30/2003 07:55 AM Pg: 1 of 4

Illinois

## SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement"), granted this 12th day of AUGUST, 2003, by CHASE MANHATTAN BANK USA, N.A. ("Chase") to CHASE MANHATTAN MORTGAGE CORPORATION ISAOA (the "Lender"),

### W!!!NESSETH:

WHEREAS, Chase has hereto or extended a line of credit/loan to <u>JANINE M. PRANCKUS</u> (the "Borrower") pursuent to a Home Equity Line of Credit/Agreement/Loan Note dated <u>OCTOBER 28, 2002</u> (the "Line of Credit/Loan"); and

WHEREAS, the Borrower's obligations under the Line of Credit/Loan 350380923 are secured by a Mortgage from the Borrower to Chase, dated OCTOBER 28, 2002, recorded MARCH 28, 2003 in the Land Records of CCOK County, Illinois as Document 0030419579 (the "Home Equity Mortgage"), covering real property located at 12613 S PARKSIDE PALOS HEIGHTS IL 60463 (the "Property"); and

P.I.N. # 24-29-403-007-0000

This document was prepared by <u>CHASE MANHATTAN BANK USA</u>, N.A., Home Equity <u>Subordination</u>, 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 350380923



0327311068 Page: 2 of 4

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WHEREAS, the Lender proposes to make a loan in the original principal amount of \$95,000.00 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.

\* \* OTO 8/18/03 INTHE AME OF \$95,000.00

0327311068 Page: 3 of 4

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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.                         |
|--|--|
| Willia Ruega   | Ву:  |
| 0  | Name: <u>HAROLD W. DRAKE</u>                           |
|  | Title: MORTGAGE OFFICER CHASE MANHATTAN BANK USA, N.A. |
| Ox   |  |
| C  |  |
| STATE OF <u>NEW YORK</u> , COUNTY OF N   | 10NROE, to wit:  |
| 7  |  |
| I hereby certify that, on this 12th day of AUGUST, 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 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 10/21/00  | Debrue Journal   |
| My Commission Expires:   |  |

0327311068 Page: 4 of 4

STREET ADDRESS: 26 TO OFFICIAL CO

CITY: PALOS HEIGHTS

COUNTY: COOK

TAX NUMBER: 24-29-403-007-0000

### LEGAL DESCRIPTION:

LOT 23 IN DOWVILLE, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 1956 AS DOCUMENT 16540313, IN COOK COUNTY, ILLINOIS.

Property of County Clerk's Office