

# UNOFFICIAL COPY



Doc#: **0407935353**  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 03/19/2004 01:41 PM Pg: 1 of 4

Illinois

## SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement"), granted this 2nd day of March 2004, by CHASE MANHATTAN BANK USA N.A. ("Chase") to GMAC MORTGAGE CORP. ISAOA ATiMA (the "Lender"),

WITNESSETH:

WHEREAS, Chase has heretofore extended a line of credit/loan to PHILIP J. MARIENTHAL And FARREL H. WILSON (the "Borrower") pursuant to a Home Equity Line of Credit Agreement/Loan Note dated November 22, 2002 (the "Line of Credit/Loan"); and

WHEREAS, the Borrower's obligations under the Line of Credit/Loan 8036983495 are secured by a Mortgage from the Borrower to Chase, dated November 22, 2002, recorded December 13, 2002 in the Land Records of COOK County, Illinois as Document 0021380937 (the "Home Equity Mortgage"), covering real property located at 9450 LINCOLNWOOD DR., EVANSTON, IL 60203 (the "Property"); and

P.I.N. # 10-14-200-080-0000

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 8036983495

CTA  
2002  
NA  
8197604

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WHEREAS, the Lender proposes to make a loan in the original principal amount of \$220,000.00 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.

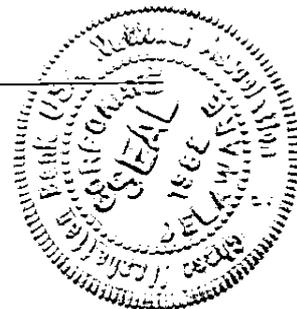
WITNESS: CHASE MANHATTAN BANK USA, N.A.

*Carol Severe*

By: *HWD*

Name: HAROLD W. DRAKE

Title: MORTGAGE OFFICER



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

I hereby certify that, on this 2nd day of March 2004, before the subscriber, a Notary Public of the aforesaid State, personally appeared HAROLD W. DRAKE, who acknowledged himself/herself to be the MORTGAGE OFFICER, 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.

LYNDON D. BILLINGS, JR.  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 6091939  
QUALIFIED IN MONROE COUNTY  
MY COMMISSION EXPIRES MAY 5, 2007

*Lyndon D. Billings, Jr.*  
\_\_\_\_\_  
Notary Public

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

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STREET ADDRESS: 9450 NORTH LINCOLNWOOD DRIVE  
CITY: EVANSTON COUNTY: COOK  
TAX NUMBER: 10-14-200-080-0000

**LEGAL DESCRIPTION:**

**PARCEL 1:**

LOT 6 IN CENTRAL PARK ADDITION TO NILES CENTER, BEING A SUBDIVISION OF PART OF THE SOUTH 5 AND 1/2 ACRES OF THE NORTH 12.0 ACRES OF LOT 4 IN COUNTY CLERK'S DIVISION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

THE SOUTH 10 FEET OF LOT 7 IN COMPLEST HOUSE ADDITION TO LINCOLNWOOD FIRST ADDITION, A SUBDIVISION OF THE SOUTH 2 ACRES OF THE NORTH 6 1/2 ACRES OF THE SOUTH 48 RODS OF THE NORTH 68 1/2 RODS OF THE WEST 49 RODS OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office