## UNOFFICIAL COPY



Doc#: 0506202302

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 03/03/2005 11:04 AM Pg: 1 of 4

Illinois

## **SUBORDINATION AGREEMENT**

This Subcraination Agreement (this "Agreement"), granted this 14th day of February 2005, by CHASE WANHATTAN BANK USA N.A. ("Chase") to PROFESSIONAL MORTGAGE FAFTNERS, INC. (the "Lender"),

### WITH:ESSETH:

WHEREAS, Chase has heretofore extended a line of credit/loan to GREG ROHLF And VIOLET MAKOWSKI (the "Borrower") pursuant to a Home Equity Line of Credit Agreement/Loan Note dated March 11,2003 (the "Line of Credit/Loan"); and

WHEREAS, the Borrower's obligations under the Line of Credit/Loan 8037217844 are secured by a Mortgage from the Borrower to Chase, dated March 11,2003, recorded April 25, 2003 in the Land Records of COOK County, Illinois as Document 0311546199 (the "Home Equity Mortgage"), covering real property located at 3312 WEST EASTWOOD AVE, CHICAGO, IL 60625 (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 8037217844

**BOX 15** 

0506202302 Page: 2 of 4



WHEREAS, the Lender proposes to make a loan in the original principal amount of \$315,000.00 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.

0506202302 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.

WITNESS:	CHASE MANHATTAN BANK USA, N.A.
W A a Leas A	
	By: 1 WW 1 1 1
	Name: HAROLD W. DRAKE
	Title: MORTGAGE OFFICER
3	
Ox	
STATE OF <u>NEW YORK</u> , COUNTY OF <u>MONROE</u> , to wit:	
	T
	is 14th (lay of February 2005, before the said State), personally appeared HAROLD W.
	rself to be the MORTGAGE OFFICER, a body
	e foregoing Subordination Agreement for the
purposes therein contained by signing t	
himself/herself as MORTGAGE OFFICE	ER.
•	
LYNDON D. BILLINGS, JR.	
NOTARY PUBLIC - STATE OF NEW YORK NO. 6091939	
QUALIFIED IN MONROE COUNTY	Notary Public
MY COMMISSION EXPIRES MAY 5, 2007	

My Commission Expires:

0506202302 Page: 4 of 4

# **UNOFFICIAL COPY**



## TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000560740 OC STREET ADDRESS: 3312 W. EASTWOOD AVE.

CITY: CHICAGO COUNTY: COOK COUNTY

TAX NUMBER: 13-14-204-035-0000

#### **LEGAL DESCRIPTION:**

LOT 5 IN BLOCK 11 IN NORTHWEST LAND ASSOCIATION'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 2,4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD DRAIL

OF COOK

CONTRACT

OFFICE

OFFI PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 665.6 FEET THEREOF AND EXCEPT THE NORTHWESTERN ELEVATED RAILROAD YARDS AND RIGHT OF WAY) IN COOK COUNTY, ILLINOIS.