**ILLINOIS** 

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WHEN RECORDED MAIL TO

Chase Home Finance LLC Attn: Document Control 10790 Rancho Bernardo Rd. San Diego, CA 92127

ACCOUNT NUMBER 589957-1814040534

Doc#: 0531148005 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 11/07/2005 08:57 AM Pg: 1 of 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

0)08-14678

### SUBORDINATION AGREEMENT

This Subordir.ation Agreement (this "Agreement"), granted this <u>26th</u> day of <u>September, 2005</u>, Chase Manhattan Bank USA, N.A. ("Chase") to <u>Argent Mortgage Company, LLC</u> ("New Lender").

#### WITNESSETH:

WHEREAS, Chase Manhattan Bank USA, N.A. ("Beneficiary") has heretofore extended a line of credit loan to <u>Bessie Brown AKA Bessie M. Brown and Desiree Davis AKA Desiree Davis Brown</u> (the "Borrower) pursuant to a Credit Agreement dated <u>May 27, 2004</u> (the "Line of Credit Loan"); and

WHEREAS, the Borrower's obligations under the Line of Credit Loan are secured by a Mortgage from the Borrower to Chase Manhattan Bank USA, N.A., dated May 27, 2004, recorded June 4, 2004 in the Land Records of Cook County, 'lilinois as Document #0415611138 (the "Home Equity Mortgage"), covering real property located at 1740 North Mayfield, Chicago, IL 60639 (the "Property"); and

SEE LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF

PRAIRIE TITLE 6821 W. NORTH AVE. 19ak PARK, IL 60302

P.I.N. #

13-32-406-027-0000

WHEREAS, the Lender proposes to make a loan in the original principal amount of \$81,500.00 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.



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NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Chase hereby agrees as follows:

- 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.
- 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.

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.

Chase Manhattan Fanit USA, N.A

Mary Kosakowski Assistant Secretary

By:

WITNESS: January.
Ginger Thomas

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STATE OF	CALIFORNIA	
COUNTY O	F <u>SAN DIEGO</u>	}}S.S

On October 6, 2005 before me, EDUARDO LEMOS

A Notary Public in and for said County and State, personally appeared MARY KONAKOWSKI, personally known to me (or proved to me on the basis of satisfactory spicence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature or the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official (eal

Signature

SEAT

EDUARDO LEMOS
Commission # 1444020
Notary Public - California
San Diego County

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A POLICY ISSUING AGENT OF COMMONWEALTH LAND TITLE INSURANCE COMPANY

**COMMITMENT NO. 0508-17078** 

### SCHEDULE A (continued)

### **LEGAL DESCRIPTION**

LOT 7 IN BLOCK 2 OF MILLS AND SONS SUBDIVSIION NUMBER 2, IN THE NORTHEAST ¼ OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin # 9032-7.