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Illinois

SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement"), granted this 15TH day of APRIL 1999, by THE CHASE MANHATTAN BANK USA, N.A. ("Chase") to UNITED FINANCIAL MORTGAGE CORPORATION (the "Lender"),

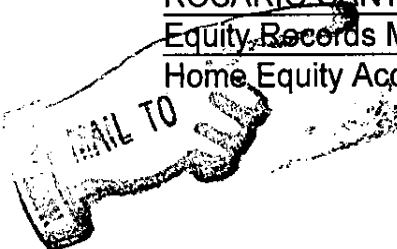
WITNESSETH:

WHEREAS, Chase has heretofore extended a line of credit loan to ANN W. ANTHONY (the "Borrower") pursuant to a Home Equity Line of Credit Agreement dated JUNE 10, 1997, line is reduced to \$44,200 maximum (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, dated JUNE 10, 1997, recorded JULY 21, 1997 in the Land Records of COOK County, Illinois as Document #97525304 (the "Home Equity Mortgage"), covering real property located at 19951 KEYSTONE AVENUE, MATTESON, IL 60443 (the "Property"); and

P.I.N. #31-15-203-008

This document was prepared by and, after recording, should be returned to:
ROSARIO SANTOS, The Chase Manhattan Bank, 20 South Clinton Avenue, Home Equity Records Management, Seneca 5, Rochester, NY 14604
Home Equity Account Number 7671183290003091



WHEREAS, the Lender proposes to make a loan in the original principal amount of \$239,800 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.

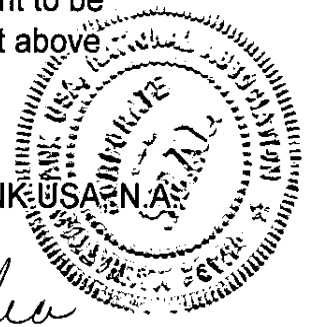
3. This Agreement shall be binding upon and shall inure to the benefit of Chase and the Lender and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Home Equity Mortgage or the New Mortgage.

4. This Agreement shall be construed in accordance with the laws of the State of Illinois.

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:

THE CHASE MANHATTAN BANK



Rosario Santos

By: *Carol J. Ricigliano*

ROSARIO SANTOS

Name: CAROL J. RICIGLIANO

Title: ATTORNEY IN FACT FOR CHASE MANHATTAN BANK USA, N.A. SECOND VICE PRESIDENT OF THE CHASE MANHATTAN BANK

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

I hereby certify that, on this 15TH day of APRIL 1999, before the subscriber, a Notary Public of the aforesaid State, personally appeared CAROL J. RICIGLIANO, who acknowledged himself/herself to be the ATTORNEY IN FACT FOR CHASE MANHATTAN BANK USA, N.A. SECOND VICE PRESIDENT OF THE CHASE MANHATTAN BANK, 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 ATTORNEY IN FACT FOR CHASE MANHATTAN BANK USA, N.A. SECOND VICE PRESIDENT OF THE CHASE MANHATTAN BANK.

JULIE A. LINDEN
Notary Public, State of New York
Monroe County
Commission Expires March 7, 2000

Julie A. Linden

Notary Public

My Commission Expires: _____