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Cook County Recorder 28.50



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2344-15

SUBORDINATION

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Property of Cook County Clerk's Office

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THE WEST 50 FEET OF LOT 4 IN MULHOLLAND AND SNELLING'S RESUBDIVISION OF LOTS 11 AND 12 IN STRONG'S SUBDIVISION OF LOTS 8 AND 21 AND PART OF THE VACATED STREET LYING BETWEEN SAID LOTS IN SCHOOL TRUSTEES SUBDIVISION OF FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-16-301-031
650 West Hutchinson St.
Chicago, IL 60613

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SUBORDINATION AGREEMENT

The undersigned, **BankFinancial, F.S.B**, Successor and trustee of Success National Bank and Trust, hereinafter referred to as "Subordinator" agrees as follows:

1. Subordinator is the holder of a mortgage dated march 20, 2000 which is recorded as Document No. 00209802 in the records of Cook County.
2. _____ referred to herein as "Lender," will be the holder of a conventional mortgage in the amount of \$ _____ dated _____ and executed by Charles DW Day and Christine A Tardio . Said mortgage will be recorded with the Cook County Recorder of Deeds after closing.
3. Charles DW Day and Christine A Tardio referred to herein as "Owner," is the owner of all the real property described in the mortgage identified above in Paragraph 2.
4. In consideration of benefits to Subordinator from Owner, receipt and sufficiency of which is hereby acknowledged, and to induce Lender to advance funds under its mortgage set forth above and all agreements in connection therewith, the Subordinator does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of Lender's mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. It is understood by the parties hereto that Lender would not make the loan secured by the mortgage in Paragraph 2 without this agreement. Further, Lender acknowledges and agrees that this Subordination Agreement shall immediately become null and void in the event the loan secured by the mortgage is not made by Lender.
6. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.

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7. The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by this agreement.

Executed this 17 day of OCTOBER, 2002.

BANKFINANCIAL, F.S.B.

BY: [Signature]
Its Vice President

STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

Personally appeared before me the undersigned, Beverly Loconsole who is the Notary Public of BankFinancial, F.S.B., and who acknowledged that he/she signed this Subordination Agreement as his/her free and voluntary act on this 17 day of October, 2002, after having been duly authorized to do so.

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Beverly Loconsole
Notary Public

Biltmore Financial Bank
1530 E Dundee Rd #230
Palatine, IL 60074

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