8179221 ZUNOFFICIAL CO

SUBORDINATION AGREEMENT

0335329060 Doc#:

Eugene "Gene" Moore Fee: \$50.00 Cook County Recorder of Deeds

Date: 12/19/2003 08:19 AM Pg: 1 of 3

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 December 30, 1996, which is recorded as Documer' No. 97004593 in the records of Cook County.
- referred to herein as "Lender," will be the holder of a HOYNE SAVINGS BANK __dated NOVEMBER 22, 2003 and 2. conventional mortgage in the amount of \$_100,000.00 executed by Lee R. Share and Barbara E. Share to Success National Bank. Said mortgage will be recorded with the Cook County Recorder of Deeds after closing.
- 3. Lee R. Share and Barbara E. Share to Success National Bank, 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 Supordinator does hereby unconditionally subordinate the lien of his mortgage identified in Paracraph 1 above to the lien of Lender's mortgage, identified in Paragraph 2 above, and all advarces 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 17th day of October, 2003.

BANKFINANCIAL, F.S.B.

BV.

It's Assistant Vice President

STATE OF ILLINOIS

SS

COUNTY OF COOK)

Personally appeared before me, the undersigned, Patricia Martinez-Clark, who is the Assistant Vice President of BankFinancia!, F.S.B., and who acknowledged that he/she signed this Subordination Agreement as his/her free and voluntary act on this 17th day of October 2003, after having been duly au'no ized to do so.

"OFFICIAL SEAL"

NOTIFIC BEVERLY LOCONSOLE
STATE OF
SLENOTE COMMISSION EXPIRES 12/20/05

Notary Public

Degared by: Denktinancial FSB

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4786 N. Hilmanker Ave. Chilago, TL 6063

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POLICY NO.: 1408 007632749 HE

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOT 1 IN NORTHGATE UNIT 1, BEING A SUBDIVISION OF THE SOUTH 38 ACRES OF THE NORTH 83 ACRES OF A TRACT OF LAND COMPOSED OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN# 03-08-312-001 202 E. Hackberry Dr. Arlington Heights, IC 60004 204 COUNTY CIEPTS OFFICE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.