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2925 Country Drive Ste 208 UBORDINATION AGREEMENT

St. Paul, MN 55117 /7908894 Doc#: 0409015155 Eugene "Gene" Moore Fee: \$50.50 Cook County Recorder of Deeds Date: 03/30/2004 02:24 PM Pg: 1 of 3

The undersigned, BankFinancial, F.S.B, hereinafter referred to as "Subordinator" agrees as follows:

- 1. Subordinator is the holder of a mortgage dated April 25, 2001, which is recorded as Document No. 0010397160 in the records of Cook County.
- 2. 1 Octobring ton Nillian referred to herein as "Lender," will be the holder of a conventional mo gage in the amount of \$150,000.00 dated 519/2003 and executed by Kenneth D Sauerberg and Marilyn S Sauerberg, as Trustee of Kenmar Trust dated

  June 12, 1997 to PNC Mortgage Corp of America. Said mortgage will be recorded with the Cook

  County Recorder of Deeds after closing, Alcohold 4/5/2003 in instrument 03/5/43393

3. Kenneth D Sauerberg and Marilyn S Sauerberg, as Trustee of Kenmar Trust dated June 12, 1997 to PNC Mortgage Corp of America, 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 Cwiter, 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,

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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.

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

Executed this 6th day of May, 2003.

BANKFINANCIAL, F.S.B.

It's Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

Open Coope Personally appeared before me, the undersigned, Stephan Fagan, who is the Vice President of BankFinancial, F.S.B., and who acknowledged that he/she signed this Subordination Agreement as his/her free and voluntary act on this day of *YY)Qu*, 2003, after having been duly authorized to do so.

Notary Public

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## LEGAL ADDENDUM

THE FOLLOWING REAL PROPERTY SITUATE IN THE CITY OF DES PLAINES, COUNTY OF COOK, STATE OF ILLINOIS, TO-WIT:

LOT 33 IN BIG BEND ESTATES, BEING A RESUBDIVISION OF PART OF LOTS 1 AND 2 IN FREDERICK MEINHAUSENS DIVISION OF LANDS IN SECTION 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF LOT 1 AND ALL OF LOT 2 IN THE SUBDIVISION OF LOT 28 IN LEONARD HODGE'S SUBDIVISION OF PART OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BY FEE SIMPLE DEED FROM KENNETH D. SAUERBERG AND MARILYN S. SAUERBERG, HIS WIFE AS SET FORTH IN DEFD INSTRUMENT NO. 98320107 AND RECORDED 4/22/1998, COOK COUNTY RECORDS.

09-16-106-068 EXHIBITA

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