

UNOFFICIAL COPY

SUBORDINATION AGREEMENT

FOR THE PROTECTION OF THE OWNER, THIS SUBORDINATION SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE WAS FILED.



Doc#: 0506805282
Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 03/09/2005 02:49 PM Pg: 1 of 2

Loan Number: 1600016876

The undersigned, BankFinancial, F.S.B. formerly known as Financial Federal TSB, and as successor by merger with Success National Bank, a corporation existing under the laws of the UNITED STATES OF AMERICA, hereinafter referred to as "Subordinator" agrees as follows:

- 1. Subordinator is the holder of a mortgage dated December 9, 2002 which is recorded as 0021420857, in the records of Cook County.
2. Home Mortgage Inc referred to herein as "Lender," will be the holder of a conventional mortgage in the amount of \$ 154,000 dated 2/13/05 and executed by Theresa M Piechocinski and Michael P Piechocinski. Said mortgage will be recorded with the Cook Recorder of Deeds after closing. WIFE AND HUSBAND
3. Theresa M Piechocinski and Michael P Piechocinski 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.
7. The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by this agreement.

Executed this 23rd day of February, 2005.

MAIL TO:
RESIDENTIAL TITLE SERVICES
1910 S. HIGHLAND AVE.
SUITE 202
LOMBARD, IL 60148

BankFinancial, F.S.B.
By: Patti Martinez, Loan Services Officer

STATE OF ILLINOIS } SS.
COUNTY OF DUPAGE

Personally appeared before me, the undersigned, Patti Martinez, who is the Loan Services Officer of BankFinancial, F.S.B. formerly known as Financial Federal TSB and as successor by merger with Success National Bank, and who acknowledged that he/she signed this Subordination Agreement as his/her free and voluntary act on this 23rd day of February, 2005, after having been duly authorized to do so.



Beverly Loconsole
Notary Public

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## EXHIBIT "A"

**LOT 9 IN BLOCK 3 IN DANIEL KANDICH'S JUSTICE PARK ESTATES A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON PLAT RECORDED OCTOBER 28, 1946, AS DOCUMENT 13926595 IN COOK COUNTY, ILLINOIS.**

PARCEL ID NUMBER: 18-35-108-004-0000

COMMONLY KNOWN AS: 8127 S 85TH AVENUE  
JUSTICE, IL 60458

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