

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#: 0812811065 Fee: \$38.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/07/2008 10:51 AM Pg: 1 of 2

44657 1/2  
Loan Number: 1600040033

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

- Subordinator is the holder of a mortgage dated **November 4, 2006** which is recorded as **.0633108134**, in the records of Cook County.
- First Switzerland Financial** referred to herein as "Lender," will be the holder of a conventional mortgage in the amount of \$ 294,000 dated 4-25-08 and executed by **Jim T Zissis**. Said mortgage will be recorded with the Cook Recorder of Deeds after closing.
- Jim T Zissis** referred to herein as "Owner," is the owner of all the real property described in the mortgage identified above in Paragraph 2.
- 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.
- 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.
- 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.
- The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by this agreement.

Executed this **10th** day of **April**, 2008.

**BankFinancial** F.S.B.  
By: Sue Kozel  
Sue Kozel, Loan Services Officer

STATE OF ILLINOIS } SS.  
COUNTY OF DUPAGE

Personally appeared before me, the undersigned, **Sue Kozel**, 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 University National Bank, and who acknowledged that he/she signed this Subordination Agreement as his/her free and voluntary act on this **10th** day of **April**, 2008, after having been duly authorized to do so.



Jennifer M. Love  
Notary Public

219

# UNOFFICIAL COPY

CHICAGO TITLE INSURANCE COMPANY

Commitment Number: 142657-RILC

## SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

UNIT 4-B IN NORTH COMMONWEALTH CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE NORTH 111 FEET OF THE SOUTH 211 FEET OF THE SUBDIVISION OF LOT 8 IN BLOCK 1 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING LOTS 1 TO 3, IN FOSTER SUBDIVISION OF PART OF LOT 2, LOTS 1 AND 2 AND PART OF LOT 3 IN THE CANAL TRUSTEES SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF THE CONDOMINIUM RECORDED AS DOCUMENT NO. 24979761, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN(S): 14-33-201-018-1026

CKA: 2341 NORTH COMMONWEALTH AVENUE #4B, CHICAGO, IL, 60614