## **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#: 1232404105 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 11/19/2012 09:19 AM Pg: 1 of 2

Loan Number: 1600045240

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

1. Subordinator is the holder of a riortgage dated December 12, 2006 which is recorded as 0636008052, in the records of Cook County.

B. Laurel E Gershon and referred to herein as 'Swiner," 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 here's 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 boun 1 by his agreement.

Executed this 29th day of October, 2012.

Bank Financial, F.S.B.

Kim Fitzpatrick, Assistant Vice President

STATE OF ILLINOIS) SS. COUNTY OF DUPAGE

Personally appeared before me, the undersigned, Kim Fitzpatrick, who is the Assistant Vice President of BankFinancial, F.S.B. formerly known as Financial Federal TSB, and as successor by merger with Success National Bank, University National Bank and Downers Grove National Bank, and who acknowledged that he/she signed this Subordination Agreement as his/her free and voluntary act on this 29th day of October, 2012, after having been duly authorized to do so.

"OFFICIAL SEAL"

Jennifer M Love

Notary Public, State of Illinois
My Commission Expires 11/26/2014

Jennife M Love Notary Public

This document prepared by: BankFinancial, F.S.B. 15W060 North Frontage Road Byz



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STREET ADDRESS: 6800 N. CALIFORNIA

4 N

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 10-36-117-015-1073

## LEGAL DESCRIPTION:

UNIT NUMBER 4-"N" AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THE EAST 210 FEET (AS MEASURED ALONG THE NORTH LINE OF WEST PRATT AVENUE) OF THAT PART OF LOT 3 LYING EAST OF THE WEST 810.5 FEET THEREOF, LYING WEST OF THE EAST 33 FEET THEREOF (TAKEN FOR ST) LYING SOUTH OF THE NORTH 172.4 FEET THEREOF AND LYING NORTH OF THE SOUTH 40 FEET THEREOF, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY OAK PARK NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER (70) AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 19776632, AND AS AMENDED BY DOCUMENT NUMBER 19767976, 20030732, 21169849, AND 21169850, TOGETHER WITH AN UNDIVIDED 1.288 PERCENT INTEREST IN SAID PARCEL A SAIL

OF COOK COUNTY CLOTH'S OFFICE (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTY IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS