

01146-13320

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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#: 1321242095 Fee: \$40.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 07/31/2013 11:09 AM Pg: 1 of 2

STEWART TITLE COMPANY
2055 W. Army Trail Rd. Suite 110
Addison, IL 60101
630-889-4050

Loan Number: 1600048507

The undersigned, **BankFinancial**, 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, hereinafter referred to as "Subordinator" agrees as follows:

1. Subordinator is the holder of a mortgage dated **October 20, 2009** which is recorded as **0932008197**, in the records of Cook County.
2. **Fifth Third Mortgage, ISACA** referred to herein as "Lender," will be the holder of a conventional mortgage in the amount of **\$312,500.00** dated _____ and executed by **Apostolos Drakontaidis and Anna Drakontaidis**. Said mortgage will be recorded with the Cook County Recorder of Deeds after closing.
3. **Apostolos Drakontaidis and Anna Drakontaidis** 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 19th day of June, 2013.

S Y
P 2
S 2
SC 4
INT 2

BankFinancial, F.S.B.
By:
Kim Fitzpatrick, Assistant Vice President/Loan Originations

*Concurrent mtg

STATE OF ILLINOIS} SS.
COUNTY OF DUPAGE

Personally appeared before me, the undersigned, **Kim Fitzpatrick**, who is the **Assistant Vice President/Loan Originations** 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 19th day of June, 2013, after having been duly authorized to do so.

"OFFICIAL SEAL"
Jennifer M Love
Notary Public, State of Illinois
My Commission Expires 11/26/2014

Notary Public

mail to:

This document prepared by: **BankFinancial**, F.S.B. 15W060 North Frontage Road Burr Ridge, IL 60527

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EXHIBIT "A" LEGAL DESCRIPTION

File No.: 01146-13320

Lot 25 in Block 1 in Schavilje and Knuth's Oleander Gardens, being a Subdivision in the West 1/2 of the Southeast 1/4 of Section 1, Township 40 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof registered June 29, 1950 as Document LR1314084, in Cook County, Illinois.

12-01-423-025-0000

7422 W. Rosedale Ave.
Chicago, IL 60634

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