

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.

Loan Number: **1600042652**

59275955 - 2657991

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 **December 13, 2007** which is recorded as **0735346164**, in the records of **Cook County**.
2. **JP Morgan Chase, Bank N.A.** referred to herein as "Lender," will be the holder of a conventional mortgage in the amount of "loan amount not to exceed" **\$220,150.00** dated August 25, 2014 and executed by **David J Boyle and Linda Boyle**. Said mortgage will be recorded with the **Cook County Recorder of Deeds** after closing.
3. **David J Boyle and Linda Boyle** 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 there under, 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 **4th** day of **August, 2014**.

BankFinancial, F.S.B.

By: Kim Fitzpatrick
Kim Fitzpatrick, Assistant Vice President Loan Originations

**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 **4th** day of **August, 2014**, after having been duly authorized to do so.



Jennifer M Love
Notary Public

UNOFFICIAL COPY

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 31-12-106-001-0000

Land Situated in the County of Cook in the State of IL

LOT 15 IN M.J. O'MALLEY'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 25, 1963, AS DOCUMENT NUMBER 2103184.

Commonly known as: 1705 Brookwood Dr , Flossmoor, IL 60422

Property of Cook County Clerk's Office