

# 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#: 1531357109 Fee: \$50.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/09/2015 11:59 AM Pg: 1 of 2

Return To  
Visionet Systems Inc  
183 Industry Dr  
Pittsburgh Pa 15275

Loan Number: 1600046840 583370

\* New MTC being submitted here with.  
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:

\* Please see attached exhibit A for legal

1. Subordinator is the holder of a mortgage dated **April 25, 2009** which is recorded as **0912546069**, in the records of **Cook County**.
2. **Bank Of America, N. A.** referred to herein as "Lender," will be the holder of a conventional mortgage in the amount of **\$103,700.00** dated 10/30/15 and executed by **Daniel M Kapel** and **Renee L Henning-Kapel**. Said mortgage will be recorded with the **Cook County Recorder of Deeds** after closing.
3. **Daniel M Kapel** and **Renee L Henning-Kapel** 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 any 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 14th day of **October, 2015**.

**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 Officer** 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 **14th** day of **October, 2015**, after having been duly authorized to do so.



*Rosemary Coan*  
Notary Public

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## EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO-WIT:

LOT 20 IN AND THE NORTH WESTERLY 8 1/3 FEET OF LOT 21 IN BLOCK 10 IN THOMAS H. HULBERT EDISON PARK AT DEVON SUBDIVISION, IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**P.I.D#:** 12-01-114-042-0000

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