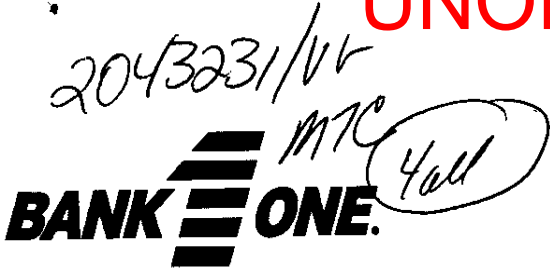


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2002-12-17 15:02:26
Cook County Recorder 28.50



SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made in the City of Columbus, State of Ohio, as of the 27th day of November, 2002, by Bank One, NA, a national banking association organized and existing under and by virtue of the laws of the United States of America, and doing business and having its principal office in the City of Columbus, County of Franklin, and State of Ohio ("Bank").

WITNESSETH

WHEREAS, the Bank is the owner of a mortgage dated May 3, 2002 and recorded July 1, 2002 among the land records in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0020724486 made by Stuart A. Cohn and Vivian Y. Cohn (collectively, "Grantor"), to secure an indebtedness of \$ 245,000.00 ("Mortgage"), and

WHEREAS, Grantor is the owner of that certain parcel of real estate commonly known as 505 Provident Avenue, Winnetka, IL 60093 and more specifically described as follows:

SEE ATTACHED RIDER

PIN# 05-20-210-006-0000; and

WHEREAS, Key Mortgage Services, Inc. ISA/OA, its successors &/or assigns ("Mortgagee") has refused to make a loan to Stuart A. Cohn and Vivian Y. Cohn (collectively, "Borrower") of ~~\$250,000.00~~ except upon condition that the Mortgage be subordinate to said mortgage lien of Mortgagee. ***\$210,000.00**

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars in hand paid by each of the parties hereto to the other, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in order to induce Mortgagee to make the loan to Borrower, it is hereby mutually agreed, as follows:

- I. That the Bank covenants and consents that the lien of its Mortgage shall be subject and subordinate to the lien of Mortgagee's mortgage dated 12/10/02 reflecting and securing the loan made by Mortgagee to Borrower, in the amount of ~~250,000.00~~ plus interest as charged according to the terms of the Mortgage note, and to all renewals, extensions or replacements of said mortgage; and ***210,000.00**
- II. That this Agreement shall be binding upon and shall inure to the benefit of Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, This Subordination Agreement has been executed by the Bank on the date first above written.

BANK ONE, NA

By Denise Sunderland
Denise Sunderland

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Denise Sunderland, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of November, 2002

Notary Public Deborah Spring
Commission expires: 12-23-02



DEBORAH SPRING
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DEC. 23, 2002

THIS INSTRUMENT PREPARED BY:
Bank One, NA
Three First National Plaza
One North Dearborn, 17th Floor
Chicago, Illinois 60670

AFTER RECORDING RETURN TO:
BANC ONE LOAN SERVICING
WEALTH MGT
KY1-4380, P.O. BOX 32096
LOUISVILLE, KY 40232-2096
ACCOUNT #00603000044770



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RIDER - LEGAL DESCRIPTION

LOT 17 IN BLOCK 5 IN PROVIDENT MUTUAL LAND ASSOCIATION'S SUBDIVISION OF BLOCKS 7 TO 12, 28 TO 33, AND 54 TO 59, ALL INCLUSIVE IN THE VILLAGE OF WINNETKA, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

05-20-210-006-0000