SUBORDINATION AGREEMENT

THIS AGREEMENT made as of this 18th day of December, 1998, by and between THE SOUTH SHORE BANK OF CHICAGO ("Lienholder") and Glenn Pope ("Borrower") and Creve Coeur Mortgage Association, Inc. ("Lender"), 795 Office Parkway Street, Suite # 270, Creve Coeur, MO 63141.

WHEREAS, Borrower executed and delivered to Lienholder a mortgage dated October 15, 1997, filed of record on December 5, 1997, with the County Recorder of Cook County, Illinois, as Document No 97914128, covering the following described property located in said county and state (the "Property"):

Lot 24 in Block 3 in O'Dell's Subdivision of Blocks 5 and 6 in Hitt's Subdivision of the Southeast 1/4 of Section 8, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Permanent Real estate index number: 25-08-409-064



WHEREAS, Borrower executed and delivered to Lender a mortgage on the above-described Property dated of crober 16, 1997, filed of record on _______, 1998, with the County Recorder of the County of Cook, Illinois, as Document No. ______, and in the amount of \$81,000.00; and

WHEREAS, it is the intention of the parties hereto, and the purpose of this agreement, to make the aforesaid mortgage to Lender in all respects senior, prior and superior to the aforesaid mortgage to Lienholder.

NOW, THEREFORE, for good and valuable consideration, and in order to induce Lender to advance funds upon its mortgage, Lienholder does hereby subordinate the lien of its mortgage to the lien of the Lienholder's Mortgage, and all extensions, modifications and renewals thereof, notwithstanding that the Lienholder's mortgage was executed and recorded prior to the execution and recordation of the Lender's mortgage, and agrees that all right, title, lien and interest acquired by Lender either by foreclosure proceedings or otherwise, under its mortgage, shall be prior and superior to any and all rights, title, lien and interest heretofore or hereafter acquired by Lienholder under the Lienholder's mortgage. Provided, however, that this subordination shall in all respects by limited to the amount of Lender's original mortgage as set forth above.

IN TESTIMONY WHEREOF, Lienholder has caused these presents to be executed the day and year first above written.

Lienholder:
The South Shore Bank of Chicago

By:

Dennis R. Gleason

Its:

Vice President

When Recorded, Mail Copy Of Subordination To: Rodney Williams

South Shore Bank of Chicago 7936 S. Cottage Grove Ave. Chicago, IL 60619

Alethea Pope

RODNEY A. WILLIAMS TARY PUBLIC STATE OF ILLINOIS

My Commission Expires 03/06/2000
Kidney a Williams
March 6, 2000