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SUBORDINATION AGREEMENT

This Agreement made this 10 day of December, 1985 between **LYONS SAVINGS AND LOAN ASSOCIATION** of Hinsdale, Illinois, an Illinois corporation (hereinafter referred to as **"Lyons"**) and **TRI-COUNTY SAVINGS AND LOAN ASSOCIATION** of Camden, New Jersey, a New Jersey corporation, (hereinafter referred to as **"Tri-County"**).

WITNESSETH:

WHEREAS, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but as Trustee under Trust Agreement dated December 1, 1984 and known as Trust Number 62984 (hereinafter referred to as **"Maker"**) has made and executed a Note payable to Lyons, dated December 17, 1984 in the original principal amount of EIGHTY THOUSAND THREE HUNDRED and NO/100 ($ 80,300.00) **DOLLARS**;

WHEREAS, said Note is secured by a certain first Mortgage in favor of Lyons (**"First Mortgage"**) and a certain Assignment of Rents, both dated DECEMBER 17, 1984, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 19, 1984 as document number 27377564 and 27377565, respectively, and securing the real property legally described in Exhibit "A" attached hereto and incorporated herein;

WHEREAS, Maker has also made and executed a Note payable to **CONSOLIDATED MORTGAGE COMPANY**, a Delaware corporation (hereinafter referred to as **"Consolidated"**), dated December 17, 1984 in the original principal amount of FORTY THOUSAND ONE HUNDRED SIXTY SEVEN AND NO/100 ($40,167.00) **DOLLARS**;

WHEREAS, said Note is secured by a second Mortgage in favor of Consolidated and a certain Assignment of Rents, both dated December 17, 1984, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 20, 1984 as document number 27378897 and 27378898 respectively, and securing the real property legally described in Exhibit "A" attached hereto and incorporated herein;

WHEREAS, on March 11, 1985 Consolidated assigned its interest herein to Tri-County;

WHEREAS, Maker has requested that Lyons modify the terms and provisions of the aforesaid Note, First Mortgage and other loan documents;

PREPARED BY ~~AND MAIL TO:~~

GUERARD & DRENK, LTD.
100 W. Roosevelt - Suite A-1
Wheaton, IL 60187

Richard M. Guerard

WILL CALL

P.I.N. 14-32-203-021
202 + 7, 2358 N. Sheffield Ave.
Chicago, IL

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NOW, THEREFORE, in consideration of the premises and other valuable consideration, receipt of which is hereby acknowledged, as an inducement to Lyons to modify the aforesaid documents, Tri-County will specifically and unconditionally subordinate its lien or charge to the lien or charge of the First Mortgage of Lyons as herein modified and agrees as follows:

1. Subordination: The First Mortgage securing the Note in favor of Lyons, referred to above, and the modifications, of even date herewith, of said Mortgage and the Note secured thereby shall be and remain at all times a lien or charge on the property herein described, prior and superior to the lien or charge in favor of Tri-County, above mentioned.

2. Acknowledgement of Subordination: Tri-County acknowledges that it hereby intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of their Mortgage above mentioned in favor of the lien or charge upon such land of the Mortgage in favor of Lyons as modified, and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, Tri-County's original Note, Mortgage and other Loan Documents will be modified at the request of Maker to reflect the same. Tri-County further acknowledges that this Agreement may be recorded and that its interest is subordinated by this instrument to the lien or charge of the Mortgage in favor of Lyons.

3. Cancellation of Certain Provisions of Prior Mortgage: Tri-County acknowledges that this Agreement shall supersede, and operate as a modification of, those provisions, if any, in the First Mortgage in favor of Lyons which provide for the automatic subordination of such Mortgage to the lien or liens of a Mortgage or Trust Deed, or Mortgages, or Deeds of Trust, affecting the whole or part of the above described property.

4. Entire Agreement: This Agreement contains the whole Agreement between the parties hereto as regards the Mortgages and priority thereof, as herein described; and there are no Agreements, written or oral, outside or separate from this Agreement, and all prior negotiations, if any, are merged into this Agreement.

5. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the legal representatives, successors, and assigns of the parties.

6. Headings: The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear and shall not limit or otherwise affect the meaning thereof.

7. Severability: If any provision in this Agreement shall be held by a court of competent jurisdiction to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision of this Mortgage to be illegal, invalid, unlawful, void, or unenforceable as written, then such provision shall be given full force and effect to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision was not contained therein, and that the rights, obligations and interest of the parties hereof under the remainder of this Agreement shall continue in full force and effect.

8. Gender: Regardless of their form, all words shall be deemed singular or plural and shall have such gender context as required by the text. Whenever applicable, the term "mortgage" shall also mean "deed of trust".

9. Governing Law/Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for all disputes and claims shall, at the sole election of Lyons, be the Circuit Court of DuPage County, Wheaton, Illinois.

IN WITNESS WHEREOF, TRI-COUNTY SAVINGS AND LOAN ASSOCIATION has caused this Agreement to be executed and attested by its duly authorized representatives.

TRI-COUNTY SAVINGS AND LOAN ASSOCIATION, a _____
Corporation

BY: _____
Its: _____ President

CORPORATE SEAL

ATTEST: _____
ITS: _____ Secretary

ACKNOWLEDGEMENT OF ASSIGNMENT

CONSOLIDATED MORTGAGE COMPANY,
a Delaware corporation

BY: _____
ITS: PRESIDENT

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STATE OF NEW JERSEY:
: SS.
COUNTY OF CAMDEN :

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that Thomas L. Achey, personally known to me to be a President of **TRI-COUNTY SAVINGS & LOAN ASSOCIATION**, a New Jersey corporation, and Patricia Cannock, personally known to me to be the Assistant Secretary of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 30 day of December, 1985.

Thelma Nelson
Notary Public

My Commission Expires:

THELMA NELSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 28, 1988

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STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.,

On the 26th day of December, 1985, before me personally came John Geanoulis, to me known, who being by me duly sworn, did depose and say that he is the President of CONSOLIDATED MORTGAGE COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Brenda J. Roane
Notary Public

BRENDA J. ROANE
NOTARY PUBLIC, State of New York
No. 4824030
Qualified in Westchester County
Commission Expires March 30, 19[illegible]

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

UNITS 202 and 7 IN THE SANCTUARY CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATES:

PART OF LOT 12 IN THE RESUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF THE EAST HALF OF BLOCK 11 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25870117, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 25870116 IN COOK COUNTY, ILLINOIS.

PIN 14-32-203-021

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