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SUBORDINATION OF MORTGAGE

THIS SUBORDINATION AGREEMENT is made this 15th day of July, 1986 by Continental Illinois National Bank and Trust Company of Chicago (the "Bank") to and for the benefit of Land of Lincoln Savings and Loan ("Lincoln").

WHEREAS, Robert J. Frankel and Myrna J. Frankel ("Borrower"), have heretofore executed and delivered to the Bank a Mortgage dated October 1, 1984 and recorded October 9, 1984 with the Recorder of Cook County, Illinois as Document 27286073 (the "Bank Mortgage") with respect to the real estate (the "Premises") described on Exhibit A; and

WHEREAS, Borrower has executed and delivered its note dated June 30, 1986 payable to Lincoln in the principal amount of $98,000 (the "Lincoln Note") and a Mortgage dated of even date therewith from Borrower to Lincoln recorded with the Recorder of Cook County, Illinois as Document No. _____ (the "Lincoln Mortgage"); and

WHEREAS, Lincoln requires as a condition precedent to making the loan to be secured by the Lincoln Mortgage that the lien of the Lincoln Mortgage be paramount and prior to the lien of the Bank Mortgage to the extent provided herein.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The Bank Mortgage is hereby subordinated to the lien of the Lincoln Mortgage to the extent the same secures principal (which principal amount shall not exceed Ninety-Eight Thousand and 00/100 Dollars [$98,000]), interest and prepayment premiums on the Lincoln Note and all other sums secured or to be secured by the Lincoln Mortgage as now provided therein. A copy of said Lincoln Note is attached hereto as Exhibit B.

2. Bank hereby waives (i) notice of acceptance by Lincoln of this Subordination Agreement; (ii) notice of the non-payment of all or any of the Lincoln Note, the Lincoln Mortgage, and all indebtedness, liabilities and obligations of any kind whatsoever (whether now existing or hereafter arising and regardless of the aggregate amount thereof) owing by Borrower to Lincoln (collectively, the "Liabilities"); (iii) all diligence in collection or protection of or realization upon the Liabilities or any part thereof or any security therefor; and (iv) any amendment or modification of the terms of any of the Lincoln Note, the Lincoln Mortgage; provided, however, no such amendment or modification shall increase the maximum subordination permitted by Section 1
hereof.

3. Lincoln may, from time to time, at its sole discretion without notice to the Bank, take any or all of the following actions; (i) retain or obtain a security interest in any property to secure any of the Liabilities; (ii) retain or obtain the primary or secondary obligation of any other obligor or

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obligors with respect to any of the Liabilities; and (iii) extend or renew for one or more periods or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property; provided, however, that none of such permitted actions shall increase the maximum subordination permitted by Section 1 hereof.

4. Lincoln may, from time to time, at its discretion without notice to the Bank, assign or transfer any or all of the Lincoln Note, the Lincoln Mortgage or any interest therein and such assignment or transfer or subsequent assignment or transfer thereof the Lincoln Mortgage shall be and remain paramount and prior to the lien of the Bank Mortgage to the extent provided in Section 1 hereof.

5. Any notices which may be given hereunder shall be deemed given if personally delivered or mailed by United States certified or registered mail, return receipt requested, properly addressed as follows:

To the Bank: Continental Illinois National Bank and
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697

MAIL TO

Attention: Commercial Finance Division
Department - Larry F. Preston

With a copy to: Continental Illinois National Bank and
Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697

Law Department -
Attention: Richard M. Newman, Esq.

If to Lincoln: _____
_____
_____

Attention: _____

6. Notwithstanding anything in this Subordination of Mortgage to the contrary, Lincoln agrees that at any time it gives a notice of a default to Borrower under the Lincoln Note, the Lincoln Mortgage, it will furnish a copy of such notice to the Bank. If such default may be cured by the payment of money and pursuant to the Lincoln Note or the Lincoln Mortgage, Borrower has a right to cure such default, the Bank will also have a right to cure such default during the period, if any, Borrower has a right to cure such default.

7. This Subordination Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Subordination Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

9. This Subordination of Mortgage may be executed in multiple counterparts.

Attest:

By: Edmund M Hall
Its:

(CORPORATE SEAL)

Continental Illinois National Bank and Trust Company of Chicago

By: [illegible]
Its: V.P.

Attest:

By: Audrey J. Votava
Its: Secretary

(CORPORATE SEAL)

LAND OF LINCOLN SAVINGS AND LOAN

By: Chester S Rocko
Its: Senior Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned notary public, do hereby certify that SERGIO M. MORA and _____, personally known to me to be the persons whose names are, respectively, as VICE president and 2nd VICE PRESIDENT ~~secretary~~ of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of the corporation and as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of July, 1986.

Jane Courtney
NOTARY PUBLIC

My commission expires: 11/23/87

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned notary public, do hereby certify that Chester J. Rocko and Audrey J. Vatorne personally known to me to be the persons whose names are, respectively, as Senior Vice president and Secretary secretary of Land of Lincoln Savings and Loan, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of the corporation and as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of July, 1986.

Helene Hume Baccus
NOTARY PUBLIC

My commission expires: 8/10/87

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EXHIBIT "A"

LOT 104 KNIGHTSBRIDE UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 07-09-116-017
Property Address: 906 Prince Charles Lane
Schaumburg, IL 60195

This instrument was prepared by and Mail to:

June Courtney
Continental Illinois National Bank and Trust Company of Illinois
231 South LaSalle Street
Chicago, IL 60697

EXHIBIT "B"

PROMISSORY NOTE

86310542

NOTE

JUNE 30TH, 19 86 — BERWYN [City], ILLINOIS [State]

906 PRINCE CHARLES LANE, SCHAUMBURG, IL 60195
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 98,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is LAND OF LINCOLN SAVINGS AND LOAN. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.125 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on SEPTEMBER, 19 86. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on AUGUST 01, 2016, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 1400 NORTH GANNON DRIVE, HOFFMAN ESTATES, ILLINOIS 60196 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 869.09

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

X Robert J. Frankel .....(Seal) -Borrower
ROBERT J. FRANKEL

X Myrna J. Frankel .....(Seal) -Borrower
MYRNA J. FRANKEL

.....(Seal) -Borrower

[Sign Original Only]

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DEPT-01 RECORDING $17.25
T#2222 TRAN 0283 07/23/86 11:25:00
#5517 # B *-86-310542
COOK COUNTY RECORDER

86 310542

17.00 mail

SECURACOPY