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MORTGAGE SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 2nd day of September, 1988, by and between FLEET NATIONAL BANK, a national banking association, having an address at 111 Westminster Street, Providence, Rhode Island 02903 ("Senior Mortgagee") and SOUTHWEST FINANCIAL BANK OF ORLAND PARK, having an address at 15330 S. LaGrange Road, Orland Park, Illinois 60462 ("Junior Mortgagee").

\$17.00

WITNESSETH:

WHEREAS, Senior Mortgagee and Junior Mortgagee have each extended, or may extend, credit to Heritage Bremen Bank & Trust Co., as trustee under Trust Agreement dated August 3, 1987 and known as Trust No. 87-3072 (the "Borrower"), and such extensions of credit are, or may be, secured by mortgages on certain real estate owned by the Borrower in Orland Park, Illinois and more fully described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the mortgage of Junior Mortgagee relating to the Property was recorded with the Cook County Recorder's Office on September 9, 1988, as Document Number 85412467 (the "Junior Mortgage"); and

WHEREAS, the mortgage of the Senior Mortgagee relating to the Property was recorded with the Cook County Recorder's Office on September 9, 1988, as Document No 85412465 (the "Senior Mortgage"); and, this Subordination Agreement will be recorded with the Cook County Recorder's Office on September 9, 1988; and

WHEREAS, the parties hereto wish to clarify and to further perfect and protect their respective rights with regard to the Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other valuable consideration, the parties hereto agree as follows:

- 1. The Junior Mortgagee does hereby subordinate all rights, liens, and privileges vested in it as the owner and legal holder of the indebtedness secured by the Junior Mortgage (including, without limitation, rights to insurance and condemnation proceeds) to the Senior Mortgagee and all

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assignments, financing documents and other documents referenced therein or executed in connection therewith and all liens created thereby, and does hereby agree that the Senior Mortgage shall for all intents and purposes constitute a lien prior and superior to the lien of Junior Mortgage under the Junior Mortgage.

2. The priorities of the mortgages established, altered or specified herein are applicable irrespective of the time or order of attachment or perfection thereof.

3. In the event that Junior Mortgagee declares the Borrower's obligations to Junior Mortgagee in default, accelerates same, makes any demand under any of the foregoing or begins any foreclosure or other enforcement proceedings, it shall give prompt written notice thereof to Senior Mortgagee.

4. Junior Mortgagee shall not amend, sell, assign, or transfer the Junior Mortgage unless it shall first have given prior written notice thereof to Senior Mortgagee, delivered a copy of this Agreement to the transferee and delivered to Senior Mortgagee an agreement, in form, scope and substance satisfactory to Senior Mortgagee by such transferee whereby it agrees to be bound by the terms of this Agreement.

5. Junior Mortgagee agrees that the indebtedness secured by the Junior Mortgage shall not at any time, exceed the lesser of (i) \$100,000 or (ii) the principal amount of that certain letter of credit #158, dated August 31, 1988, and issued by the Junior Mortgagee in favor of the Senior Mortgagee and all renewals, modifications and extensions thereof.

6. Junior Mortgagee hereby agrees that Senior Mortgagee may at any time and from time to time, without notice to or consent by Junior Mortgagee, (a) modify, supplement, extend, terminate, or waive any provisions of the Senior Mortgage, the debt secured thereby or any other related document, (b) surrender, release, sell or compromise any security held by Senior Mortgagee, and (c) generally deal with Borrower and its successors and assigns and any security for the debt secured in part by the Senior Mortgage as Senior Mortgagee in its sole discretion may determine. Junior Mortgagee hereby waives any rights it may have to require Senior Mortgagee to marshal assets.

7. Except as expressly provided in this Agreement, nothing contained herein shall act in any way to limit the respective parties' available remedies or the option to exercise the same under their respective mortgages.

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8. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in such state, shall not be modified, amended or terminated orally, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, designees and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed or caused this Agreement to be duly executed as of the day and year first above written.

Senior Mortgagee:

FLEET NATIONAL BANK

By J. C. Hart
Jay C. Hart
Assistant Vice President

Junior Mortgagee:

SOUTHWEST FINANCIAL BANK OF ORLAND PARK

By Jeffrey J. Vail
Jeffrey J. Vail
Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

Date: September 2, 1988

In Providence in said County personally appeared the above-named Jay C. Hart, an Assistant Vice President of said Fleet National Bank, to me known and known by me to be the party executing the foregoing on behalf of said Fleet National Bank, and he acknowledged said instrument by him executed to be his free act and deed and the free act and deed of said Fleet National Bank.

Constance H. Thompson
Notary Public

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My Commission Expires: 6-30-91

Print Name Constance H. Thompson

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STATE OF ILLINOIS
COUNTY OF COOK

Date: September 6, 1988

In Cook in said County personally appeared the
above-named Jeffrey J. Vail, the
Vice President of said Southwest Financial Bank of
Orland Park, to me known and known by me to be the party
executing the foregoing on behalf of said Southwest Financial
Bank of Orland Park, and he/she acknowledged said instrument by
him/her executed to be his/her free act and deed and the free
act and deed of said Southwest Financial Bank of Orland Park.

Diana R. Przybylski
Notary Public
My Commission Expires Apr. 18, 1989

My Commission Expires:

Print Name DIANA R. PRZYBYLSKI

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EXHIBIT A

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 1366.70 FEET OF SAID NORTHWEST 1/4, SAID POINT BEING 450.0 FEET EAST OF THE EAST LINE OF La GRANGE ROAD (AS DEDICATED BY DOCUMENT NO. 10155682 RECORDED SEPTEMBER 24, 1929); THENCE NORTH $0^{\circ} 08' 00''$ WEST, 225.0 FEET PERPENDICULAR TO SAID SOUTH LINE OF THE NORTH 1366.70 FEET, TO THE SOUTH LINE OF THE NORTH 1141.70 FEET OF SAID NORTHWEST 1/4; THENCE NORTH $89^{\circ} 52' 00''$ EAST, 2.84 FEET ALONG SAID SOUTH LINE OF THE NORTH 1141.70 FEET, TO THE EAST LINE OF THE WEST 487.02 FEET OF SAID NORTHWEST 1/4; THENCE NORTH 116.75 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF 144th PLACE AS DEDICATED PER DOCUMENT NO. 22846639; THENCE NORTH $89^{\circ} 52' 00''$ EAST, 259.68 FEET ALONG SAID SOUTH LINE OF 144th PLACE TO THE EAST LINE OF SAID 144th PLACE; THENCE NORTH 33.0 FEET ALONG SAID EAST LINE; THENCE NORTH $89^{\circ} 52' 00''$ EAST, 0.08 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 273.24 FEET ALONG THE ARC OF A CIRCLE OF 381.21 FEET RADIUS, CONVEX NORTHEASTERLY TO THE WESTERLY LINE OF JOHN HUMPHREY DRIVE AS DEDICATED; THENCE SOUTH $40^{\circ} 58' 06''$ WEST, 257.91 FEET ALONG SAID WESTERLY LINE, TO A POINT OF CURVE; THENCE SOUTHWESTERLY, 187.22 FEET ALONG THE WESTERLY LINE OF JOHN HUMPHREY DRIVE, BEING THE ARC OF A CIRCLE OF 701.37 FEET RADIUS, CONVEX NORTHWESTERLY, TO THE EAST LINE OF THE WEST 726.00 FEET OF SAID NORTHWEST 1/4; THENCE NORTH 69.30 FEET ALONG SAID EAST LINE TO SAID SOUTH LINE OF THE NORTH 1366.70 FEET OF THE NORTHWEST 1/4; THENCE SOUTH $89^{\circ} 52' 00''$ WEST, 241.30 FEET, TO THE HEREIN DESIGNATED POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS. (EXCEPT THAT PART TAKEN FOR ROAD PURPOSES IN 144TH PLACE).

PIN: 27-10-100-031

ADDRESS: 9501 West 144th Place, Orland Park, Illinois 60642

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POSTNET

BOX 333

Mail To

First National Bank

111 W. Adams St

At 500

Chicago, Ill

Illinois

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