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SUBORDINATION AGREEMENT

This Subordination Agreement, dated as of November 13, 1992 (as amended, supplemented or modified from time to time, the "Agreement"), is entered into by Bank of Chicago/Garfield Ridge ("Creditor").

DEPT-01 RECORDING \$37.50
T#1111 TRAN 0442 11/16/92 13:21:00
#9136 : A *-92-857747
COOK COUNTY RECORDER

1. Background.

(a) Mark Wright ("Guarantor") is currently indebted to Creditor pursuant to the terms of that certain Guaranty Agreement dated August 16, 1990, as amended ("Creditor's Guaranty"). Guarantor's obligations are secured by certain property owned by Guarantor and further defined below (the "Property"), pursuant to a Mortgage dated August 16, 1990, and recorded August 22, 1990, as Document No. R90-412335 with the Recorder of Cook County, Illinois, as amended by that certain First Amendment to Mortgage dated June 10, 1991, and recorded June 28, 1991, as Document No. R91-317335 with the Recorder of Cook County, Illinois (the "Creditor's Mortgage").

(b) Guarantor has requested that LaSalle National Bank, a national banking association ("LaSalle") make, and LaSalle desires to make, an equity line of credit available to Guarantor in an amount not to exceed TWO HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$220,000.00) ("Loan"). Guarantor's obligations and indebtedness to LaSalle in connection with such Loan are to be secured by the Property, pursuant to an Equity Line of Credit Mortgage dated November 19, 1992 ("LaSalle's Mortgage"). LaSalle is unwilling to make such a Loan unless Creditor subordinates its lien on the Property as provided herein.

(c) Therefore, in consideration of the foregoing and the covenants set forth below, the Creditor has signed this Agreement to establish the priority of its security interests in and liens on the Property.

THIS INSTRUMENT PREPARED BY AND MAIL TO:

ADDRESS OF PROPERTY:

Denise R. Burkett, Esq.
Goldstine, Skrodzki, Russian,
Nemec and Hoff, Ltd.
7660 West 62nd Place
Summit, Illinois 60501

708 Gregford
Burr Ridge, Illinois 60521

P.I.N.: 18-18-302-004-0000

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2. Definitions. For purposes of this Agreement:

(a) "Creditor's Debt" means all obligations, liabilities and indebtedness from time to time owing by Guarantor to Creditor under Creditor's Documents or otherwise, including, without limitation, all costs and expenses (including attorneys' fees and costs) owing by Guarantor to Creditor under Creditor's Documents.

(b) "Creditor's Documents" means the Creditor's Mortgage and Creditor's Guaranty.

(c) "Debt" means either Creditor's Debt or LaSalle's Debt, as appropriate.

(d) "Documents" means either Creditor's Documents or LaSalle's Documents, as appropriate.

(e) "LaSalle's Debt" means all obligations, liabilities and indebtedness from time to time owing by Guarantor to LaSalle or any participant of LaSalle under LaSalle's Documents, including, without limitation, all costs and expenses (including attorneys' fees) owing by Guarantor to LaSalle under LaSalle's Documents.

(f) "LaSalle's Documents" means any and all agreements, instruments and documents, together with any amendments thereto or replacements thereof, evidencing or securing the Loan between LaSalle and Guarantor, including, without limitation, LaSalle's Mortgage.

(g) The "Property" shall mean the property commonly known as 708 Gregford, Burr Ridge, Illinois, and further described on Exhibit "A" attached hereto.

Except as defined in this Agreement, all terms used in this Agreement shall have the meanings provided in the Uniform Commercial Code.

3. Subordination; Standby.

(a) To the extent set forth in Section 3(c) hereof, Creditor agrees to subordinate, and does hereby subordinate, any security interests or liens it now or hereafter has in or upon the Property under Creditor's Documents to any security interests in or liens upon the Property which LaSalle now or hereafter has under any of LaSalle's Documents. The subordination and postponement of priority, operation and effect of Creditor's security interests and liens in the Property provided for herein shall have the same force and effect as though LaSalle's interests or liens in or on the Property attached and were perfected prior to the time Creditor's

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security interests and liens, if any, attached thereto or thereon and were perfected, and shall be effective even though LaSalle's security interests and liens may not have been perfected.

(b) Regardless of whether a default exists under Creditor's Documents, Creditor shall not, without the prior written consent of LaSalle, take any action to enforce its security interests in or liens on, or exercise any other rights with respect to, the Property until all of the financing arrangements between LaSalle and Guarantor have been terminated and all of LaSalle's Debt has been fully paid and satisfied, provided, however, that nothing herein shall be deemed to preclude or prohibit Creditor from bidding or otherwise making an offer to purchase the Property in any foreclosure, repossession or other judicial proceeding by LaSalle.

(c) All proceeds (including, without limitation, insurance proceeds) realized from the sale or other disposition of the Property shall be applied to LaSalle's Debt in such order as LaSalle shall determine; the proceeds in excess of LaSalle's Debt shall be paid to Creditor and applied to Creditor's Debt in such order as Creditor shall determine; and any remaining proceeds, after payment in full of Creditor's Debt, shall be paid to Guarantor.

(d) Upon any proposed sale by Guarantor or LaSalle of the Property, Creditor will take such actions and execute such documents as LaSalle may reasonably request, to release Creditor's lien on the Property so long as the proceeds of such sale are to be paid to LaSalle and applied to LaSalle's Debt in such order as LaSalle shall determine, with any proceeds in excess of LaSalle's Debt to be paid to Creditor and applied to Creditor's Debt in such order as Creditor shall determine, and with any remaining proceeds, after payment in full of Creditor's Debt, to be paid to Guarantor.

(e) In the event Guarantor defaults on its obligations to LaSalle and, as a result, LaSalle undertakes to enforce its security interest in the Property, Creditor agrees that Creditor will not hinder, delay or otherwise prevent LaSalle from taking any and all action which LaSalle deems necessary to enforce its security interest in the Property and to realize thereon.

4. Representations, Warranties and Covenants. Creditor represents, warrants and covenants that it has not subordinated, assigned or transferred, and agrees that it will not subordinate, assign or transfer at any time this Agreement remains in effect, any right, claim or interest of any kind in or to its Debt unless such subordination, assignment or transfer is made subject to this Agreement.

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5. Amendments to Documents. Creditor agrees that LaSalle may, at any time or times, in its discretion, modify or amend LaSalle's Documents in any manner, in each case without further consent from Creditor or any other party, and without impairing or affecting this Agreement or any of LaSalle's rights hereunder, provided, however, that LaSalle shall not increase the principal amount of the equity line of credit referred to in Paragraph 1(b) above without the prior written consent of Creditor.

6. Representations Concerning the Guarantor; Liability of Parties. Neither Creditor, nor any of its directors, officers, agents or employees, shall be responsible to any person for (a) Guarantor's solvency, financial condition or ability to repay his indebtedness to any person, (b) any oral or written statements of Guarantor, or (c) the validity, sufficiency or enforceability of such indebtedness, any Documents or the security interests and liens granted by Guarantor to Creditor or LaSalle. Creditor has entered into its Documents and financing arrangements with Guarantor based upon its own independent investigation, and makes no warranty or representation to LaSalle, nor does it rely on any warranty or representation of LaSalle with respect to the matters referred to in this paragraph.

7. Miscellaneous.

(a) THIS AGREEMENT SHALL BE GOVERNED BY ILLINOIS LAW. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT OF THE CREDITOR WITH RESPECT TO THIS SUBJECT MATTER, AND MAY ONLY BE MODIFIED BY A WRITING SIGNED BY CREDITOR AND CONSENTED TO BY GUARANTOR.

(b) LaSalle's failure to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time and from time to time thereafter, and such rights shall be cumulative and not exclusive.

(c) Paragraph headings used herein are for convenience only, and shall not affect the meaning of any provision of this Agreement.

(d) All notices or consents required under the terms and provisions of this Agreement shall be in writing and sent to the following addresses:

If to Creditor:

Bank of Chicago/Garfield Ridge
6353 West Fifty-Fifth Street
Chicago, Illinois 60638
Attention: Mr. Charles Hall

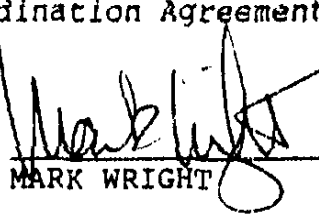
If to LaSalle:

LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603
Attention: Ms. Delois Davidson

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CONSENT

The undersigned hereby consents to, and acknowledges receipt and a copy of, the foregoing Subordination Agreement.


MARK WRIGHT

Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY:

Denise R. Burkett
Goldstine, Skrodzki, Russian,
Nemec and Hoff, Ltd.
7660 West 62nd Place
Summit, Illinois 60501

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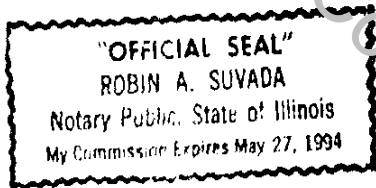
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ACKNOWLEDGMENT

STATE OF ILLINOIS)) SS
COUNTY OF COOK)

I, ROBIN A. SUVADA, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT MARK WRIGHT, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of November, 1992.



Robin A. SUVADA
Notary Public

My Commission Expires:

May 27, 1994

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EXHIBIT "A"

PROPERTY SUBJECT TO LASALLE'S MORTGAGE

Street Address: 708 Grogford
Burr Ridge, Illinois

Permanent Tax Number (P.I.N.): 18-18-302-004-0000

Legal Description:

LOT 13 IN A. E. FOSSIER AND COMPANY'S WOODVIEW ESTATES SOUTH, A SUBDIVISION OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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