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2. To subordinate all their right and interest in the following described property to any interest or right of **BANCNET** to wit:

LEGAL DESCRIPTION

LOT 47 IN WESTVIEW UNIT 4, BEING A SUBDIVISION IN SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-07-206-017

COMMONLY KNOWN AS: 3940 RUTGERS DRIVE
NORTHBROOK, ILLINOIS 60062

3. Not to ask, demand, sue for, take or receive all or any part of the Subordinated Debt, or any interest thereon, unless or until any and all indebtedness of the Mortgagors to **BANCNET**, whether now existing or hereafter arising, shall have been fully paid and discharged.

4. That in the event a default is declared by **BANCNET** in regard to any indebtedness owed to **BANCNET** by Mortgagors, that Mortgagee hereby assigns to **BANCNET** all Mortgagee's right, title and interest in and to all proceeds due from the Mortgagors pursuant to the terms of the Subordinated Debt documentation.

Mortgagors upon request by **BANCNET** will thereafter make all payments due under said Mortgage directly to **BANCNET**.

Property of Cook County Clerk's Office

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5. That, if any payment(s) is (are) made on account of the Subordinated Debt, contrary to the terms of this agreement, each and every amount so paid will be forthwith paid to you to be credited and applied in your discretion upon any indebtedness (principal and/or interest, as you may elect).

6. Not to accept or take, whether directly or indirectly, from the Mortgagors any loans, advances, or extensions of credit and not to cause or induce the Mortgagors to acquire any notes; receivables or other obligations as to which the undersigned is the obligor, unless and until any and all indebtedness of the Mortgagors to you, whether now existing or hereafter arising, shall have been fully paid and discharged.

7. That, upon any distribution of the assets or readjustment of indebtedness of the Mortgagors, whether by reason or reorganization, liquidation, dissolution, bankruptcy, receivership, assignment for the benefit of creditors, or any other action or proceeding involving the readjustment of all or any of the Subordinated Debt, or the application of assets of the Mortgagors to the payment or liquidation thereof, either in whole or in part, you shall be entitled to receive payment in full of any and all indebtedness then owing to you by the Mortgagors prior to the payment of all or any of the Subordinated Debt, and in order to enable you to assert and enforce your rights hereunder in any such action or proceeding, or upon the happening of any such event, you are hereby irrevocably authorized and empowered, in your discretion, to make and present, for and on behalf of the undersigned, such proofs of claims against the Mortgagors on advisable, and to receive and collect any and all dividends or other payments or disbursements made thereon, and to apply same on account of any indebtedness (principal and/or interest, as you may elect) owing to you by the Mortgagors.

8. To execute and deliver to you such assignment(s) or other instrument(s) as may be requested by you in order to enable you to enforce your rights hereunder and to collect any and all dividends or other payments or disbursements which may be made at any time on account of all or any of the Subordinated Debt so long as this agreement remains in effect;

9. Not to transfer, assign, encumber or subordinate at any time while this agreement remains in effect, any right, claim or interest of any kind in or to any of the Subordinated Debt, either principal or interest, unless such is done expressly subject to the terms and provisions of this agreement, and that if all or any of the Subordinated Debt is evidenced by any note or other negotiable instrument there shall be promptly placed thereon a legend reciting that same is subject to this agreement; and

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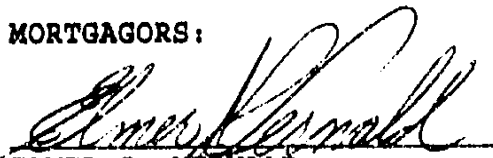
10. That you may at any time in your discretion renew or extend the time of payment of all or any existing or future indebtedness or obligations of the Mortgagors to you and/or waive any rights or release any collateral relative thereto any time and in reference thereto to make and enter into such agreement(s) as to you which may seem proper or desirable, without notice to or further assent of the undersigned, all without in any manner impairing or affecting this agreement or any of your rights hereunder.

This is a continuing agreement and shall remain in full force and effect and be binding upon the undersigned, and the heirs, legal representatives, successors or assigns of the undersigned, until receipt by you of written notice from the undersigned, or from any legal representative, successor or assign of the undersigned, to the effect that it has been terminated or revoked, it being understood that any such notice shall be effective only with respect to any indebtedness or obligations of the Land Trustee incurred to you after the receipt of such notice by you.

This agreement shall be deemed to be made under and shall be governed by the laws of the State of Illinois in all respects, including matters of construction, validity and performance, and it is understood and further agreed that none of its terms or provisions may be waived, altered, modified or amended except in writing duly signed for and on your behalf.

15th IN WITNESS WHEREOF, this instrument has been duly signed this day of JUNE, 1993.

MORTGAGORS:

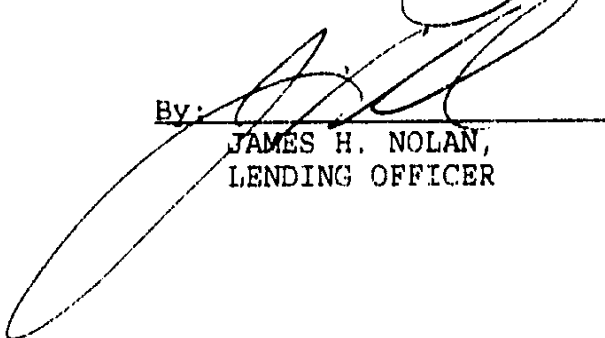

ELMER J. VERNALD


SHEILA J. VERNALD

MORTGAGEE:

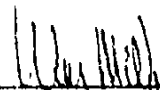
LaSalle Bank Northbrook

By: 
DANIEL M. BARRON, VP

By: 
JAMES H. NOLAN,
LENDING OFFICER

ACCEPTED:

BANCNET

By: 

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MORTGAGOR'S NOTARY:

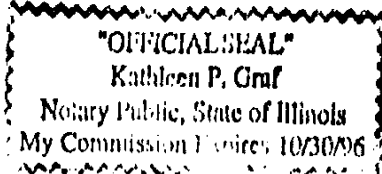
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **ELMER J. VERNALD AND SHEILA J. VERNALD, His Wife as Joint Tenants** are personally known to me to be their same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he, she, they) signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of JUNE, 1993.

Kathleen P. Graf
NOTARY PUBLIC

MY COMMISSION EXPIRES:



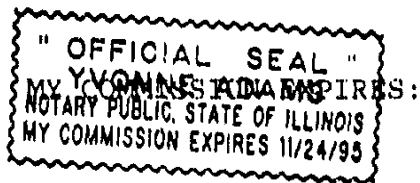
MORTGAGEE'S NOTARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **DANIEL M. BARRON** and **JAMES H. NOLAN** are personally known to me to be the Vice Pres. and Officer of the **LaSalle Bank Northbrook** that they subscribed to their names to the foregoing instrument, appeared before me this day in person and acknowledged that they are authorized as Trustees to execute this instrument and that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of JUNE, 1993.

Yvonne Adams
NOTARY PUBLIC



**THIS DOCUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:
LASALLE BANK NORTHBROOK
1200 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062
ATTN: MARY K. REGULA**



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