Agreement made this 24TH day of FERUARY , 1993 by and among AVONDALE FEDERAL SAVINGS BANK, a federally-chartered mutual savings bank ("Existing Mortgagee"), MICHAEL S. FROMAN AND GLORIA S. FROMAN (Collectively "Owner"), and ALCO BANK MORTGAGE CORPORATION ("New Mortgagee").

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Lot No. 9 in The Arbors of Wilmette, being a subdivision of part of Gehrig's Subdivision and Lot 1 of Gehrig's Subdivision Unit No. 2 in the Northeast quarter of the Southeast quarter of Section 31, Township 42 North, Range 13, East of the Third Principal Meridian, in the Village of Wilmette, in Cook County, Illinois.

05-31-408-171

WITNESSETH:

whereas, the Owner owns the entire fee title to certain real property and improvements thereon known as, 3112 TEMPLE IN WILMETTE II 60091-2904 , more particularly described in Exhibit A attached hereto if necessary ("Real Estate"); and

WHEREAS, Existing Mortgagee is a mortgagee pursuant to the terms of a Mortgage ("Existing Mortgage") between Owner and Mortgagee dated JAMIARY 25, 1990 and recorded on 14TH day of FEBRUARY, 1990, as Document Number 90-074035 in the office of the COOK County Recorder of Deeds (the "True" Deed"); and

WHEREAS, New Mortgagee has issued its commitment letter to Owner subject to the terms and conditions of which it will lend to Owner the sum of \$ CNE HUNDRED & SIXTY EIGHT THOUSAND LIGHT HUNDRED \$ (168,800.00) to be secured by a mortgage on the X2al Estate ("New Mortgage"), a copy of which has been supplied to Existing Nortgagee, but is unwilling to make the loan or accept the security described in less this Agreement has first been executed and delivered; and

WHEREAS, Existing Mortgagee has agreed to subordinate the Existing Mortgage to the lien of the New Mortgage in a manner satisfactory to Existing Mortgagee.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. New Mortgagee and Owner hereby certify as of the date hereof that their status is as aforesaid; that the New Mortgage is in full force and effect and has not been modified, altered or amended from the form supplied to Existing Mortgagee as aforesaid; and that no default exists on the part of the Owner under the New Mortgage or the Note it secures.
- 2. Neither the Owner nor the New Mortgagee will, without the prior written consent of the Existing Mortgagee, amend, modify, or supplement the New Mortgage or the Note it secures or any extensions or renewals thereof, except as to changes in the interest rate.
- 3. Except as expressly provided herein, the Existing Mortgage is and shall be subject, subordinate and inferior in all respects to the New Mortgage with the same force and effect as if the New Mortgage had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Mortgage.

라를 및 Without limitation of the foregoing:

(a) The Owner further agrees that from and after the date hereof, Owner shall coliver to Existing Mortgagee or its successors or assigns a copy of any notice of default given by New Mortgagee to Owner under the New Mortgage at the same time such notice or statement is delivered to the Owner.

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Page 1 Of 3

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## 45212 + #--9-3-14-84-24
8 COOK COUNTY RECORDER

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- The New Mortgagee further agrees that in the event of any act (b) or omission by Owner under the New Mortgage (as modified heraby) which would give New Mortgages the right to accelerate the Note secured by the New Mortgage or to foreclose on the Real Estate, New Mortgagee will not exercise any such right until it has given written notice of such act or omission to Existing Mortgagee or its successors or assigns.
- No modification, amendment, waiver or release of any provision of this Agreement, or of any right, obligation, claim or cause or action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same sought to be asserted. The new Mortgage is dated for a 1990 and recorded on February 5,1005 in the Office of the Recorder of County, Jilinois as Document No. 93-141425
- All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Owner and New Mortgagee to Existing Mortgages shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Existing Mortgagee at:

Attn: Custora: Service AVONDALE PEDEPAL SAVINGS BANK 20 North Clark Street Chicago, Illinois

or to such other address as Existing Mortgagee may from time to time designate by written notice to Owner and New Mortgagee given as herein required.

- This Agreement shall inure to the benefit of and by binding on the parties hereto and their respective successors and assigns.
- This Agreement shall be governed by the laws of the State of 8. Illinois.

IN WITNESS WHEREOF, Existing Mortgagee, New Mortgagee, and Owner have respectively executed this Agreement as of the day and year first above written.

EXISTING MORTGAGEE:

NEW MORY AGEE:

AVONDAL	e pederal savings bank	ACCU BANC	MOPIGATE CORPORATION	<del></del>
Ву:	377	By:		
RIC	HARD D. MICHAELS Senfor V. E	•		President
Attest:	Doria of Agras	Attest:	0.	
	DORIA KOROS Secretary			Secretary
owner:	Muhad Thon	<u>~</u>		
	MICHAEL S. FROMAN			
•	Maria D. Thomas	N		

Property Address FROMAN

3112 TEMPLE IN. WILMETTE, IL. 60091-2904

Property Index Number:

05-31-408-171

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COUNTY OF (all )	
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me this day in person and ackowledged that and delivered the same instrument as act, for the uses and purposes therein se waiver of the right of homestead.	t THEY signed, sealed THEIR free and voluntary t forth, including the release and
Given under my hand and official sea FRINIA . 1993.	1, this 24 day of
Commission expires: 5/20/96	ser Charty
STATE OF ILLINCIS )  SS.	OFFICIAL SEAL PROPERTY Public
COUNTY OF	HART PARKET CONTRACTOR TO THE PARKET PARKET
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known to me t be the Secretary of said co me to be the same persons whise names are instrument, appeared before me this day it that as such RICHARD D. MICHAELS SENIOR V Secretary, they signed and delivered the corporate seal of said corporation to be authority given by the Board of Directors free and voluntary act, and as the free accorporation, for the uses and purposes the	subscribed to the foregoing n person and severally acknowledged ICE PRESIDENT and DORIA KOROS said instrument and caused the affixed thereto, pursuant to of said corporation, as their nd voluntary act and deed of said
Given under my hand and official sea.	
Given under my hand and official sea	
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(312) 782-6200

SUBAGRMT - Subordination Agreement

02/03/93

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