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SUBORDINATION AGREEMENT

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THIS AGREEMENT is made this 29th day of January, 1994, by and between Devon Bank, and Illinois banking corporation ("Devon") and Associated Bank, an Illinois banking corporation, having its principal office in Chicago, Illinois, (hereinafter referred to as the "Bank").

WHEREAS, James M. Flanagan, FIRST CHICAGO BANK OF OAK PARK, not individually, but solely as trustee under a Land Trust Agreement dated May 1, 1968 and known as Trust No. 5253; FIRST NATIONAL BANK OF NORTHBROOK not individually, but solely as trustee under a Land Trust Agreement dated February 15, 1989 and known as Trust No. 453; and FIRST NATIONAL BANK OF NORTHBROOK not individually, but solely as trustee under a Land Trust Agreement dated February 15, 1989 and known as Trust No. 454 (herein collectively referred to as "Borrower"), are indebted to Devon, as evidenced by Borrower's promissory note, executed by Borrower in favor of Devon and secured by a certain Trust Deed in favor of Devon (collectively, the "Junior Debt Instruments"), and will or may from time to time hereafter be otherwise indebted to Devon in various sums,

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WHEREAS, Devon is desirous of having Bank extend and/or continue the extension of credit to Borrower from time to time as Bank in its sole discretion may determine, and Bank has conditioned the extension and/or continued extension of such credit upon the subordination of the "Junior Debt" (as defined below) to the "Senior Debt" (as defined below) in the manner hereinafter set forth; and

WHEREAS, the extension and/or continued extension of credit, as aforesaid, by Bank is necessary or desirable to the conduct and operation of the business of Borrower, and will inure to the personal and financial benefit of Devon.

NOW, THEREFORE, in consideration of the extension and/or continued extension of credit by Bank to Borrower, as Bank may, in its sole discretion, determine, and for other good and valuable consideration to Devon, the receipt and sufficiency of which is hereby acknowledged, Devon hereby:

(A) subordinates the indebtedness evidenced by the Junior Debt Instruments, as well as any and all other indebtedness now or at any time or times hereafter owing by Borrower, or any successor or assignee of Borrower (the term "Borrower" as used hereinafter shall include any such successor or assign) to Devon, whether such indebtedness is absolute or contingent, direct or indirect and howsoever evidenced, including without limitation all interest thereon, (collectively, the "Junior Debt") to any and all indebtedness now or at any time or times hereafter owing by Borrower to Bank (whether absolute or contingent, direct or indirect and howsoever evidenced, including without limitation all interest thereon) and all other demands, claims, liabilities or causes of action for which Borrower may now or at any time or times hereafter in any way be liable to Bank, whether under any agreement, instrument or document executed and delivered or made by Borrower to Bank or otherwise (collectively, the "Senior Debt"),

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(B) agrees not to ask for or receive from Borrower or any other person or entity any security for the Junior Debt not specifically granted by the Junior Debt Instruments, agrees to subordinate all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, which in any way secure the payment of the Junior Debt (the "Undersigned's Collateral") to all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, which in any way secure the payment of the Senior Debt (the "Bank's Collateral"); agrees that it will not take any action to enforce any of its liens on Devon's Collateral, and agrees that for a period of one hundred eighty (180) days (a "Standstill Period") after Bank has delivered notice to Devon of the occurrence of any Monetary Event of Default (as defined below) and Bank's election to impose a Standstill Period (a "Default Notice"), Devon shall have no right to possession of any assets or to commence any action seeking possession of any assets included in Devon's Collateral or the Bank's Collateral, whether by judicial action or otherwise, unless and until Bank has, in writing, notified Devon that all the Senior Debt has been paid in full and all agreements and obligations arising in connection therewith have been discharged or terminated, provided, that Devon shall not be subject to a Standstill Period for more than one hundred eighty (180) days during any three hundred sixty (360) day period,

(C) agrees that Borrower shall not pay, and agrees not to accept payment of, or assert, accelerate the payment of, demand, sue for or seek to enforce against Borrower or any other person or entity, by setoff or otherwise, all or any portion of the Junior Debt during any Standstill Period;

(D) subrogates Bank to the Junior Debt and Devon's Collateral, irrevocably authorizes Bank (i) to collect, receive, enforce and accept any and all sums or distributions of any kind that may become due, payable or distributable on or in respect of the Junior Debt or Devon's Collateral, whether paid directly by Borrower or paid or distributed in any liquidation, bankruptcy, arrangement, receivership, assignment, reorganization or dissolution proceedings or otherwise, and (ii) in Bank's sole discretion, to make and present claims therefor in, and take such other actions as Bank deems necessary or advisable in connection with, any such proceedings, either in Bank's name or in the name of Devon, and agrees that upon the written request of Bank, it will promptly assign, endorse and deliver to and deposit with Bank all agreements, instruments and documents evidencing the Junior Debt, including without limitation the Junior Debt Instruments,

(E) agrees to receive and hold in trust for and promptly turn over to Bank, in the form received (except for the endorsement or assignment by Devon where necessary), any sums at any time paid to, or received by, Devon in violation of the terms of this Agreement and to reimburse Bank for all costs, including reasonable attorney's fees, incurred by Bank in the course of collecting said sums should Devon fail to voluntarily turn the same over to Bank as herein required. If Devon fails to endorse or assign to Bank any items of payment received by Devon on account of the Junior Debt, Devon hereby irrevocably

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THE STATE OF ILLINOIS, County of Cook, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of said County.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County

Notary Public

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makes, constitutes and appoints Bank (and all persons designated by Bank for that purpose) as Devon's true and lawful attorney and agent-in-fact, to make such endorsement or assignment in Devon's name, and

(F) agrees that it shall not modify or amend any agreement, instrument or document evidencing or securing the Junior Debt, including without limitation the Junior Debt Instruments, without the prior written consent of Bank.

Devon represents and warrants to Bank that Devon has not assigned or otherwise transferred the Junior Debt or Devon's Collateral, or any interest therein to any person or entity, that Devon will make no such assignment or other transfer thereof without the prior written consent of Bank, which consent shall be conditioned on the assignee acknowledging acceptance of this Agreement, and that all agreements, instruments and documents evidencing the Junior Debt and Devon's Collateral will be endorsed with proper notice of this Agreement. Devon will promptly deliver to Bank a certified copy of the Junior Debt Instruments, as well as certified copies of all other agreements, instruments and documents hereafter evidencing any Junior Debt, in each case showing such endorsement. Devon represents and warrants to Bank that the outstanding amount of Junior Debt evidenced by the Junior Debt Instruments as of the date of this Agreement is approximately \$1,000,000.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, DEVON SHALL BE ENTITLED TO RECEIVE AND RETAIN PAYMENTS MADE TO IT UNDER THE JUNIOR DEBT INSTRUMENTS SO LONG AS NO MONETARY EVENT OF DEFAULT HAS OCCURRED OR IS CONTINUING OR WOULD BE CAUSED BY REASON OF SUCH PAYMENT ON THE DATE OF SUCH PAYMENT. FOR PURPOSES HEREOF, A "MONETARY EVENT OF DEFAULT" SHALL MEAN THE FAILURE TO PAY ANY AMOUNTS DUE AND OWING BY THE BORROWER TO THE BANK, INCLUDING PRINCIPAL, INTEREST, FERS OR EXPENSES WHEN THE SAME BECOME DUE PURSUANT TO THE TERMS OF THE SENIOR DEBT INSTRUMENTS.

Devon expressly waives all notice of the acceptance by Bank of the subordination and other provisions of this Agreement and all notices not specifically required pursuant to the terms of this Agreement, and Devon expressly waives reliance by Bank upon the subordination and other provisions of this Agreement as herein provided. Devon consents and agrees that all Senior Debt shall be deemed to have been made, incurred and/or continued at the request of Devon and in reliance upon this Agreement. Devon agrees that Bank has made no warranties or representations with respect to the due execution, legality, validity, completeness or enforceability of the documents, instruments and agreements evidencing the Senior Debt, that Bank shall be entitled to manage and supervise its financial arrangements with Borrower in accordance with its usual practices, without impairing or affecting this Agreement, and that Bank shall have no liability to Devon, and Devon hereby waives any claim which it may now or hereafter have against Bank arising out of (i) any and all actions which Bank takes or omits to take (including without limitation actions with respect to the creation, perfection or

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1988.

CLERK OF COOK COUNTY

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CLERK OF COOK COUNTY

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continuation of liens or security interests in any existing or future Bank's Collateral, actions with respect to the occurrence of an event of default under any documents, instruments or agreements evidencing the Senior Debt, actions with respect to the foreclosure upon, sale, release, or depreciation of, or failure to realize upon, any of Bank's Collateral and actions with respect to the collection of any claim for all or any part of the Senior Debt from any account debtor, guarantor or other person or entity) with respect to the documents, instruments and agreements evidencing the Senior Debt or to the collection of the Senior Debt or the valuation, use, protection or release of Bank's Collateral (ii) Bank's election in any proceeding instituted under Chapter 11 of Title 11 of United States Code (11 U.S.C. § 101 et. seq.) (the "Bankruptcy Code"), of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or (iii) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by Borrower, as debtor in possession. Without limiting the generality of the foregoing, Devon waives the right to assert the doctrine of marshalling with respect to any of the Bank's Collateral, and consents and agrees that Bank may proceed against any or all of the Bank's Collateral in such order as Bank shall determine in its sole discretion.

Devon agrees that Bank, at any time and from time to time hereafter, may enter into such agreements with Borrower as Bank may deem proper extending the time of payment of or renewing or otherwise altering the terms of all or any of the Senior Debt or affecting any of Bank's Collateral, and may sell or surrender or otherwise deal with any of Bank's Collateral, and may release any balance of funds of Borrower with Bank, without notice to Devon and without in any way impairing or affecting this Agreement.

Senior Debt shall continue to constitute Senior Debt for all purposes of this Agreement, and the provisions of this Agreement shall continue to apply to such Senior Debt, notwithstanding that such Senior Debt or any claim in respect thereof may be disallowed, avoided or subordinated pursuant to the Federal Bankruptcy Code or other applicable insolvency law or equitable principles for any reason, including without limitation (i) as a claim for unmatured interest, or (ii) as a fraudulent transfer or conveyance. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Senior Debt is rescinded or must otherwise be returned by any holder of Senior Debt upon the insolvency, bankruptcy or reorganization of Borrower, or otherwise, all as though such payment had not been made. All rights and interests of Bank under this Agreement and all agreements and obligations of Borrower and Devon herein shall remain in full force and effect irrespective of (i) any lack of validity or enforceability of the Senior Debt Instruments, any promissory notes evidencing the Senior Debt or any other agreement or instrument relating to any Senior Debt, or (ii) any other circumstance that might otherwise constitute a defense available to, or a discharge of, Devon or Borrower.

This Agreement shall be irrevocable and shall constitute a continuing agreement of subordination and shall be binding on Devon

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

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and its heirs, personal representatives, successors and assigns, and shall inure to the benefit of Bank, its successors and assigns until Bank has, in writing, notified Devon that all of the Senior Debt has been paid in full and all agreements and obligations arising in connection therewith have been discharged or terminated. Bank may continue, without notice to Devon, to lend monies, extend credit and make other accommodations to or for the account of Borrower on the faith hereof. Devon hereby agrees that all payments received by Bank may be applied, reversed, and reapplied, in whole or in part, to any of the Senior Debt as Bank may determine in its sole discretion, without impairing or affecting this Agreement.

Devon hereby assumes responsibility for keeping itself informed of the financial condition of Borrower, any and all endorsers and any and all guarantors of the Junior Debt and of all other circumstances bearing upon the risk of nonpayment of the Senior Debt and the Junior Debt that diligent inquiry would reveal, and Devon hereby agrees that Bank shall have no duty to advise Devon of information known to Bank regarding such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If Bank, in its sole discretion, undertakes, at any time or from time to time, to provide any information of the type described herein to Devon, Bank shall be under no obligation to subsequently update any such information or to provide any such information to Devon on any subsequent occasion.

No waiver shall be deemed to be made by Bank of any of its rights hereunder unless the same shall be in writing signed on behalf of Bank and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of Bank or the obligations of Devon to Bank in any other respect at any other time.

THIS AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

IN WITNESS WHEREOF, Mortgagor has signed this instrument on the day and year first set forth above.

Devon Bank

By: 

Vice President

ATTEST:

By: 

Assistant Secretary V.P.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public

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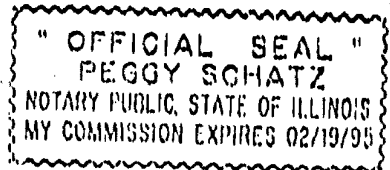
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that Jane Kulibaba personally known to me be a Vice President of DEVON BANK, and Vince Bonetta, personally known to me to be an Assistant Secretary of said bank and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 29th day of January, 1994.

Peggy Schatz
Notary Public



Prepared by: JANE KULIBABA

MAIL TO:
Douglas Conville
Rieck & Co. Inc.
37 W. Madison St
Chicago, Ill 60602
Sta 3390

Notary of Cook County Clerk's Office

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EXHIBIT A

Legal Descriptions

PARCEL 1:

LOT 5 (EXCEPT THAT PART THEREOF LYING NORTH OF A LINE BEGINNING ON THE WEST LINE OF SAID LOT, 5 5/8 INCHES SOUTH OF THAT NORTH LINE OF SAID LOT, AND RUNNING THENCE NORTH EASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 3 3/8 INCHES SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT, ALSO EXCEPTING THEREFROM THE NORTHERLY 4 FEET OF THE EASTERLY 87 FEET OF SAID LOT) IN BLOCK 11 IN WHITE'S ADDITION TO EVANSTON, IN THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 11-19-401-022

Address: 827-29 Chicago Avenue, Evanston, Illinois

PARCEL 2:

THE SOUTHEASTERLY 1/2 OF LOT 4 IN BLOCK 2 OF GIBBS, LADD AND GEORGES'S ADDITION TO EVANSTON, IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS

PIN: 11-19-220-006

Address: 913 Chicago Avenue, Evanston, Illinois

PARCEL 3:

LOTS 9 AND 10 IN BLOCK 26 IN EVANSTON IN THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 11-18-408-002

Address: 1515 Chicago Avenue, Evanston, Illinois

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