SUBORDINATION AGREEMENT

// day of October, Jos SUBORDINATION AGREEMENT made this 1993, by and among THOMAS BOGGS and MARGARET BOGGS, his wife (the "Debtor"), and JOHN F. NEWHOUSE & COMPANY, INC., an Illinois corporation (the "Creditor").

\$23.50 DEPT-01 RECORDING TE0000 TRAN 6624 02/22/94 10:06:00 49835 # *-94-165160

WITNESSETH:

COOK COUNTY RECORDER

WHEREAS, pursuant to a loan in the amount of \$20,345.00 made by Creditor to Debtor, Debtor executed and delivered to Creditor an Installment Note dated December 15, 1990 (the "Note"), in the principal amount of Twenty Thousand Three Hundred Forty-Five and No/100 Dollars (\$20,345.00);

WHEREAS, The Debtor executed and delivered to Creditor a Mortgage dated Dacember 15, 1990 (the "Creditor's Mortgage"), for the purpose of securing the prompt repayment of the obligations set forth in the Note;

WHEREAS, the Creditor's Mortgage was duly recorded in the Office of the Cook County Racorder of Deeds on January 3, 1991, as Document Number 91-003856;

WHEREAS, the Creditor's Mortgage pertains to the following described real property located in Cook County, Illinois (the "Property"):

LEGAL DESCRIPTION: Lot 5 (except tre Southeasterly 10 feet) in Block 25 in North Evanston in Section 34, Township 42 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded as Document 150939, in Cook County, Illinois. 37465160

PIN: 05-34-316-014

Commonly described as: 2746 Prairie, Evanston, [1] inois

WHEREAS, the Creditor's Mortgage remains a valid encumbrance with respect to the Property;

WHEREAS, the Debtor, pursuant to their refinancing of the Property, has requested Banc One, N.A. (the "Bank") to make a loan to the Debtor (the "Loan");

WHEREAS, the Debtor proposes to secure the Loan by executing a mortgage on the Property in favor of the Bank (the "Bank's Mortgage");

WHEREAS, the Creditor is willing to subordinate the Creditor's Mortgage to the Bank's Mortgage as an inducement to the Bank to make the Loan to Debtor;

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Property of Cook County Clerk's Office

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), the making of the Loan to the Debtor by the Bank, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Creditor and the Debtor hereby agree as follows:

- 1. Creditor hereby covenants, consents, and agrees that the Creditor's Mortgage is and shall be subject and subordinated to the Bank's Mortgage.
- 2. This Subordination Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the Creditor and Debtor.

In witness whereof, Debtor and Creditor have executed this Agreement on the day and year first above written.

CREDITOR: JOHN F. NEWHOUSE & COMPANY, INC.

DEBTOR:

By John D. Newt

(John D. Newhouse

Its President

Thomas Boggs

Margaret Boggs

Subscribed and sworn to before me this 19th day of October, 1993.

January 1994

Notary Public

OFFICIAL SEAL "
CYNTHIA K. GREEN
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MY COMMISSION EXPIRES 2/28/95

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