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97974712

This instrument was prepared
by and after recording,
return to:

American National Bank and
Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690
Attn: Michael Monticello

DEPT-01 RECORDING \$33.00
T#0009 TRAN 0828 12/29/97 11:04:00
#4381 CG *-97-974712
COOK COUNTY RECORDER

#76-84-759-62 / MH
3 of 4

SUBORDINATION OF MORTGAGE

THIS SUBORDINATION AGREEMENT is effective as of this ^{8th} ~~19th~~ day ^{December} ~~September~~, 1997,
by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
("ANB" or "Senior Mortgagee"), JOHN K. CRANE, AS TRUSTEE UNDER THE JOHN K.
CRANE LIVING TRUST AGREEMENT DATED OCTOBER 31, 1977, ("Junior Mortgagee"), and
CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS
TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1993, AND KNOWN AS
TRUST NO. ~~1100042~~ ("Borrower" or "Mortgagor").

TCTC

RECITALS

WHEREAS, Mortgagor is the owner of certain premises commonly known as 1611 North
Sheffield, Chicago, Illinois, in the county of Cook, as more particularly described in Exhibit "A"
attached hereto, and the improvements to be situated thereon (collectively, the "Property");

WHEREAS, Mortgagor has requested and ANB has agreed to make a loan to Mortgagor in
the amount of ONE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$190,000.00)
pursuant to an Installment Note (Secured) and any amendments, modifications, extensions,
renewals or replacements thereof secured by a Mortgage, an Assignment of Rents and Leases and a
UCC-2 financing statement, of even date, on the Property, on the condition that the lien on the
Property securing ANB's loan ("Senior Mortgage") have priority over the lien of the Junior
Mortgage; and

WHEREAS, Junior Mortgagee made a loan to Mortgagor in the amount of THREE
HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$340,000.00) evidenced by a
Memorandum of Contract recorded with the Cook County Recorder of Deeds on March 14, 1994,
as Document No. 94229519;

NOW, THEREFORE, to induce ANB to grant credit to the Borrower pursuant to the Note
and in consideration of the making of the loan pursuant thereto and for other valuable

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BOX 333-CTI

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consideration, receipt of which is hereby acknowledged, the undersigned Borrower and Junior Mortgagee do hereby agree as follows:

1. Subordination. Upon the recordation of the Senior Mortgage with the Recorder of Deeds, Cook County, notwithstanding that the Junior Mortgage has been filed prior to the Senior Mortgage, the Junior Mortgage is hereby agreed to be and shall continue to be subject and subordinate to the Senior Mortgage and to all renewals, modifications and amendments thereof and thereto.
2. No Amendment. The Junior Mortgagee, the Senior Mortgagee, and Mortgagor each agree not to amend or modify the Junior Mortgage or the Senior Mortgage without the prior written consent of the other parties hereto.
3. Binding Effect; Choice of Law. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.
4. Governing Law. This Subordination Agreement shall be governed by the internal laws (and not the law of conflicts) of the State of Illinois.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiaries of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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IN WITNESS WHEREOF, this Agreement is effective as of the day and year first written above.

AMERICAN NATIONAL BANK AND TRUST
OF CHICAGO OF CHICAGO ("Senior Mortgage")

By: Michael J. Montell
Its: Vice President

JOHN K. CRANE, AS TRUSTEE UNDER
THE JOHN K. CRANE LIVING TRUST
AGREEMENT DATED OCTOBER 31, 1977
("Junior Mortgage")

By: John K. Crane Trustee
Its: _____

THE CHICAGO TRUST COMPANY, Successor to
CHICAGO TITLE AND TRUST COMPANY,
NOT PERSONALLY BUT SOLELY AS TRUSTEE
UNDER TRUST AGREEMENT DATED
DECEMBER 1, 1993, AND KNOWN AS TRUST
NO. 1100004 ("Mortgagor").
1100004

By: Sheila Davenport
Its: ASST. VICE PRESIDENT

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ACKNOWLEDGMENT

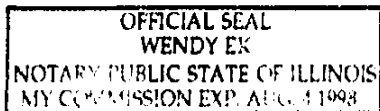
STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael L. Monticello of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and caused this day its corporate seal to be thereto affixed.

Given under my hand and notarial seal this 2nd day of ^{December}~~September~~ 19, 1997.

Wendy Ek

Notary Public



My Commission Expires: 8 / 4 / 98

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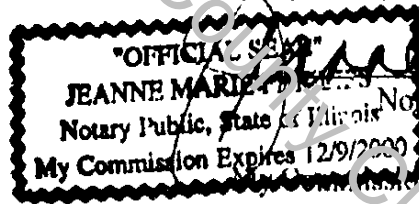
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ACKNOWLEDGMENT

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 John K Crane of JOHN K. CRANE, AS TRUSTEE UNDER THE JOHN K. CRANE LIVING TRUST AGREEMENT DATED OCTOBER 31, 1977, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and caused this day its corporate seal to be thereto affixed.

Given under my hand and notarial seal this 3rd day of December, 1997.



Jeanne Marie
Notary Public

Commission Expires: 2/9/00

Clerk's Office

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ACKNOWLEDGMENT

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 SHEILA DAVENPORT CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1993, AND KNOWN AS TRUST NO. 11000042 known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST. VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and caused this day its corporate seal to be thereto affixed.

Given under my hand and notarial seal this 27th day of September, 1997.

[Signature]
 Notary Public

My Commission Expires: / /

OFFICIAL SEAL
 Martha Lopez
 Notary Public, State of Illinois
 My Commission Expires: / /

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EXHIBIT "A"

TO

SUBORDINATION OF MORTGAGE

FOR

CHICAGO TITLE AND TRUST COMPANY,
NOT PERSONALLY BUT AS TRUSTEE UNDER
TRUST AGREEMENT DATED DECEMBER 1, 1993,
AND KNOWN AS TRUST NO. 11000042

LEGAL DESCRIPTION:

THE NORTH 39.78 FEET OF LOTS 1 AND 2 IN WINSTON'S SUBDIVISION OF BLOCK 7 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

1611 NORTH SHEFFIELD
CHICAGO, ILLINOIS

PIN #:

14-32-424-050-0000