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SUBORDINATION OF MORTGAGE AGREEMENT

This Subordination Of Mortgage Agreement ("Agreement") is made this 16TH day of JUNE, 1998, by and between HOWARD HANNA FINANCIAL SERVICES Company ("First Mortgagee") COUNTRYWIDE HOME LOANS ("Second Mortgagee"). First Mortgagee and Second Mortgagee recite and declare the following:

1. First Mortgagee is the owner and holder of a certain note dated JUNE 24, 1998, in the principal amount of 118,000.00 made HOWARD HANNA FINANCIAL SERVICES, 119 GAMMA DRIVE, PITTSBURGH, PA 15238, ("Mortgagee") secured by a mortgage from Mortgagor to First Mortgagee dated and recorded with the Recorder of Deeds of County, Illinois on as document number ("First Mortgage") on the premises located at , Illinois which are more particularly described on the attached Exhibit A ("Premises").
2. Mortgagor is indebted to Second Mortgagee pursuant to a Prime Rate Mortgage ("Second Mortgage") dated SEPTEMBER 25, 1996, and recorded with the Recorder of Deeds of COOK County, Illinois on OCTOBER 7, 1996 document number 96760676 on the premises located at 4500 Park Granada, Calabasas, CA 91302 also described on the attached Exhibit A.
3. First Mortgagee has requested Second Mortgagee to subordinate its Second Mortgage in light of the fact that the First Mortgage was executed first, yet recorded after the execution and recording of the Second Mortgage.
4. First Mortgagee will not be able to properly deliver its First Mortgage to the secondary market unless Second Mortgagee subordinates the Second Mortgage to the lien of the First Mortgage.

For these reasons and in consideration of the foregoing First Mortgagee and Second Mortgagee mutually agree as follows:

1. Second Mortgagee consents to the request by First Mortgagee to subordinate the Second Mortgage and agrees that its Second Mortgage shall be subject and subordinate in lien to the First Mortgage.
2. All the provisions herein shall be binding upon and insure to the benefit of the respective heirs, successors, administrators and assigns of the First Mortgagee and Second Mortgagee.

IN WITNESS WHEREOF, First Mortgagee and Second Mortgagee have signed this Agreement

WITNESS:

WITNESS:

PRAIRIE TITLE
6821 W. NORTH AVE.
OAK PARK, IL 60302

78-12833
212

By:

Its Duly Authorized Agent
John Tone
Assistant Vice President

By:

Its Duly Authorized Agent

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Property of Cook County Clerk's Office

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1998-07-14 09:42:07
Cook County Recorder 47.50

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Lot 8 in Westberry Village Unit Number 3, being a Subdivision of Part of the East 1/2 of the Northwest 1/4 of Section 23, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN 27-23-115-008

8425 Westbury Lane, Tinley Park

IL 60477

Property of Cook County Clerk's Office

Dated: 6-16-98

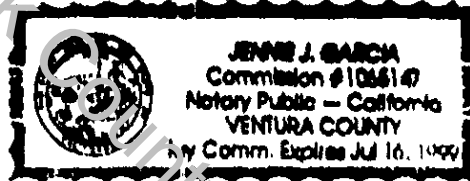
State of: California)
County of: Ventura)

BY: John Tone _____

On before me Jennie J. Garcia, notary public, personally appeared John Tone, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

[Handwritten signature]



[Faint handwritten notes and text, possibly a list of names or addresses]



[Large diagonal watermark: Property Clerk's Office]