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MORRIS W. CARTER
RECORDER

**SUBORDINATION
AGREEMENT**

H494852 LD

STATE OF *Illinois*)
COUNTY OF *DuPage*) SS.

This Agreement is made as of the 26TH day of NOVEMBER, 1994, by
HOUSEHOLD FINANCE (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, on JANUARY 14, 1994, THOMAS M. ADAMS AND REBECCA S. ADAMS (hereinafter collectively referred to as "Borrower") executed a LOAN (hereinafter referred to as the "Mortgage") to Mortgagee, encumbering the real property described on Exhibit A attached hereto and certain fixtures and personal property described in the Mortgage (such real and personal property and fixtures, any and all leases, rents, issues, profits and contracts relating thereto being hereinafter referred to as the "Property"), to secure a promissory note in the original principal sum of \$10,800.00 ("Promissary Note") such Mortgage having been recorded in Book 94004750, beginning at page [blank], in the records of the of LAKE County, INDIANA; and X RECORDED AS DOCUMENT # 96058682
X Assigned AND

WHEREAS, a loan is being made to Borrower by PNC MORTGAGE CORP. of AMERICA (hereafter "Lender") in the original principal amount of \$59,300.00 *X* (the "Loan"); and *Recorded December 10, 1997, Document No. 97084445*

WHEREAS, Lender requires as a condition of its Loan that Mortgagee subordinate the Mortgage, together with all other documents now or hereafter evidencing, securing or otherwise relating to any of the obligations secured or to be secured by the Mortgage, to the documents evidencing and securing the Loan from Lender so that such Loan documents shall create a lien upon the Property superior to the Mortgage and the indebtedness thereby secured;

NOW, THEREFORE, Mortgagee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agrees, notwithstanding any provision of the Mortgage or any instrument or document relating thereto, that the lien of the Mortgage and all rights of Mortgagee in and to the Property, including but not limited to any and all interest, rights powers and remedies arising under or by virtue of the Mortgage, or any and all other instruments now or hereafter evidencing, securing or otherwise relating to any of the obligations evidenced by the Promissory Note shall be

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MPC
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expressly subordinate to, and Mortgagee does hereby subordinate and declare to be subordinate the lien of the Mortgage and the aforesaid interests, rights, powers and remedies to (i) the lien of the Lender, evidenced by the mortgage or deed of trust ("Security Instrument"), the Security Instrument to be filed for record contemporaneously with this Agreement in the records of LAKE County, INDIANA, (ii) the indebtedness secured by the Security Instrument, including without limitation, all sums or debts now or hereafter secured thereby, and all interest accrued or to accrue on any of such indebtedness, (iii) all other loan documents executed in connection with the Loan, and (iv) any modifications, amendments, renewals, replacements and alterations of the Security Instrument or the note or notes secured thereby. Mortgagee further agrees that in the event of default under the Mortgage or default under the Security Instrument and the foreclosure by Mortgagee or Lender under their respective security instruments, all right, lien and claim of Mortgagee in and to the Property under the Mortgage shall be subordinate to and payable only following complete satisfaction of all right, lien and claim of Lender in and to the Property under the Security Instrument.

Mortgagee hereby acknowledges that Lender shall rely upon this Agreement in extending the Loan which shall be secured by the Security Instrument, and that Lender shall have been induced to extend the Loan by the representations and agreements made by Mortgagee herein.

This Agreement shall be construed in accordance with the laws of the State of

Mortgagee

By

Its:

T. Pothel

T. POTHEL - Vice President

Attest:

Its:

L. Amador

L. AMADOR - Asst. Secretary

STATE OF

Illinois

COUNTY OF

Du Page

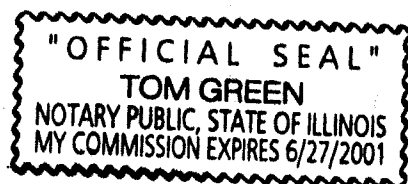
) SS.

On this 1st day of December, 1997 before me, the undersigned, a Notary Public in and for said county, personally appeared to me T. POTHEL Vice President personally known, who being duly sworn, did say that he/she is Vice President of Household Finance Corporation and that foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

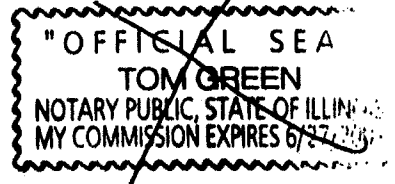
Witness my hand and notarial seal the day and year last above written.

My Commission expires _____

(NOTARIAL SEAL)



Notary



TRANSAMERICA FINANCIAL SERVICES

Secretary's Certificate

The undersigned, K. K. Curtin, does hereby certify that she is the duly appointed and qualified Vice President & Secretary of Transamerica Financial Services, a California corporation (the "Corporation"), that Household Acquisition Corporation, a Delaware corporation (and a subsidiary of Household Finance Corporation) is the sole shareholder of the Corporation as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 17th day of July, 1997.



A handwritten signature in cursive script, appearing to read "K. K. Curtin", written over a horizontal line.

K. K. Curtin
Vice President & Secretary