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Hold for:
INDIANA TITLE NETWORK COMPANY
325 NORTH MAIN
CROWN POINT, IN 46307 985623-03

SUBORDINATION AGREEMENT

STATE OF INDIANA
LAKE COUNTY
FILED 1997 JUN 17 50070

Whereas, 98025410 Mason and Sandra Mason J/T/R/S (hereinafter called the "debtor"), is desirous of borrowing money and otherwise acquiring the extension of credit from State Street Mortgage Company, its successors and or assigns located in 8401 Virginia St. Merrillville, Indiana 46410 (hereinafter called the "Lender". And whereas, the lender, as a condition to it loaning money to the debtor, has demanded that the undersigned as a creditor of the debtors, subordinate his or their debt or claim to the debt or claim of the Lender.

NOW THEREFORE, as an inducement to said lender to loan money and/or extend credit to said debtor, and in consideration of a mortgage loan to be made to said Debtor by said Lender, the undersigned agrees that a certain mortgage of the Debtor to the undersigned creditor, which shall be evidenced by a Real Estate Mortgage dated June 17, 1997, in the amount of \$23,000.00 and as identified as document # 97042140 as recorded in Lake County, Indiana; shall be and is hereby subordinated to the mortgage debt of said lender. Mortgage of said lender shall be evidenced by a mortgage document dated March 31, 1998, in the amount of \$74,200.00 on property located at 3242 Garfield Street, Highland, Indiana, and legally described as :

Lots 26 and 27, Block 11 in Golfmoor Subdivision of Highland, as per Plat thereof, Recorded in Plat Book 21, page 56, in the Office of the Recorder of lake County, Indiana.



Moreover, the undersigned agrees that this agreement and subordination provided for herein shall be equally effective in case of the death, incompetency, dissolution, liquidation or insolvency of, or the institution of bankruptcy or receivership proceeding against the Debtor, or the administration or the property or affairs of said Debtor arising from or in the connection with bankruptcy, receivership, liquidation, assignment or other like proceedings, and in any case, said Lender shall be subrogated to, and entitled to file claims for, the and other liabilities of said Debtor to the undersigned, and shall be entitled to all dividends or other payments made therein, to be taken and applied by said Lender as payment in gross upon its said debts and liabilities until the same shall have been paid in full, provided, however, that upon the full payment of the debts and liabilities of said Lender, the undersigned shall be

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subrogated (to the extent such dividends and other payments are applied on the debts and liabilities of said Lender) to the debts and liabilities of said Lender and entitled to all dividends and other payments thereafter made thereon.

Dated and executed at Hammond, Indiana, this

25th day of March, 1998

BANK CALUMET, NATL. ASSN. By:

[Signature]

Brad C. Meyer, Asst. Vice Pres. & I/L Officer

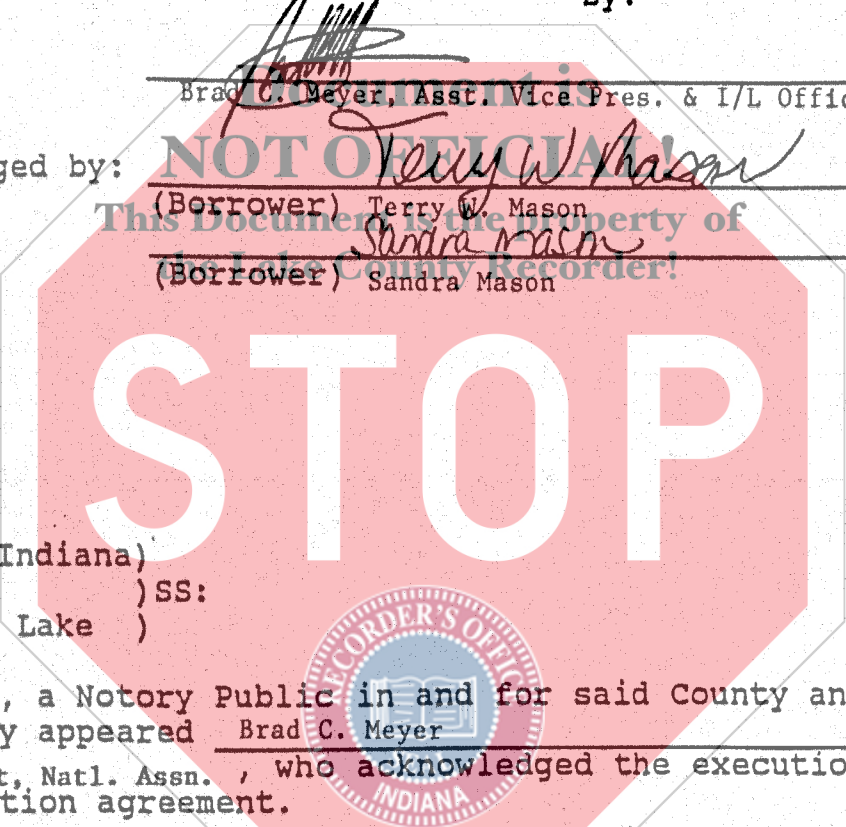
Acknowledged by:

[Signature]

(Borrower) Terry W. Mason

[Signature]

(Borrower) Sandra Mason



State of Indiana)
) SS:
County of Lake)

Before me, a Notary Public in and for said County and State personally appeared Brad C. Meyer of Bank Calumet, Natl. Assn., who acknowledged the execution of said subordination agreement.

Witness my hand and notarial seal this 25th day of March, 1998. My commission expires February 12, 1999
My commission expires _____
Resident of Lake, County

Signature *[Signature]* (seal)

Printed Name Janice M. Stewart