



SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("Agreement") is effective as of the 3rd day of November, 1998 by and between Heritage Community Bank (jointly and severally "Creditor") and Provident Consumer Financial Services BANK ("Bank").

WHEREAS, Creditor deems the extension of credit to Melvin Alexander, married to Barbara Alexander ("Borrower") for a loan amount of Five thousand and no/100 dollars (\$5,000.00) necessary or desirable to the conduct and operation of Borrower's business and therefore beneficial to its interest as a creditor of Borrower and desires that Bank extend or continue to, extend credit to Borrower;

WHEREAS, the term "Creditor Indebtedness" shall mean all indebtedness of the Borrower to Creditor (including, without limitation, all advances, loans, debts, claims, indebtedness and all interest thereon) heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced or incurred:

WHEREAS, to induce Bank to extend or continue to grant credit to Borrower pursuant to those certain Notes dated of even date here with and any and all amendments thereto ("Notes"), together with all agreements, certificates, documents and other instruments executed in connection therewith or contemplated thereby including the Loan Documents as defined therein, as all of the foregoing maybe amended, restarted, supplemented or otherwise modified from time to time (collectively the "Loan Documents"), Creditor has agreed to subordinate the Creditor Indebtedness to all claims which Bank may now or hereafter owing to Bank pursuant to any note or other instrument or document executed pursuant thereto or in connection therewith:

NOW, THEREFORE, to induce Bank to grant credit to Borrower pursuant to the Notes and Loan Documents and in consideration of the making of the loans pursuant thereto and for other valuable consideration, receipt of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Creditor hereby subordinates the Creditor Indebtedness to any and all sums, debts, demands, claims, liabilities or causes of action for which Borrower may be liable to Bank now and/or from time to time hereafter owing, due or payable however evidenced or incurred including but not limited to all indebtedness to Bank pursuant to the Loan Documents (herein collectively called the "Bank Indebtedness").
2. Creditor hereby subordinates all security interests, liens, encumbrances and claims which in any way secure the Creditor indebtedness (herein collectively called the "Creditor Collateral") to all security interests, liens, encumbrances and claims which in any way secure the payment of the Bank indebtedness (herein collectively called the "Bank Collateral"), specifically including but not limited to the Loan Documents.
3. Creditor agrees to instruct Borrower not to pay, and Creditor agrees not to accept payment of or seek to enforce against Borrower the Creditor Indebtedness, unless and until the bank has notified Creditor, in writing, that the Bank Indebtedness has been paid in full.

51537562
Heritage Community Bank

Box 97

4. Creditor agrees to turn over to Bank any sum or sums at any time paid, or received by Creditor in violation of the terms of this Agreement and to reimburse Bank for all costs, including reasonable attorneys' fees, incurred by Bank in the course of collection the sum of sums should Creditor fail to voluntarily turn over same Bank.

5. Creditor represents and warrants to Bank that Creditor has not assigned or transferred the Creditor Indebtedness or Creditor Collateral, or any interest therein, to any person, firm, association, corporation or party, that Creditor will make no such assignment or transfer, and that all agreements, instruments and documents evidencing the Creditor Indebtedness and Creditor Collateral will be endorsed with a proper notice of this Agreement Creditor shall have the right to assign the Creditor Indebtedness provided that any such assignment shall only be made upon prior written notice to Bank, and consent of Bank, and shall be made expressly subject to the rights of the Bank hereunder conspicuously noted in writing on any such assignment.

6. Bank is hereby authorized by Creditor to: (a) renew, compromise, extend, or otherwise change the time of payment or any other terms of the Bank Indebtedness under the Loan Document; (b) exchange, enforce, waive or release any security therefore; or (c) apply such security and direct the order or manner of sale thereof in such manner as the Bank may in its sole discretion determine, all without notice to Creditor and without affecting the subordination provided by this Agreement; provided further that Bank shall not accelerate the time of payment of the Bank Indebtedness unless otherwise permitted by the Loan Documents or related documents and/or the Bank Indebtedness or increase the rate of interest payable thereon or any part thereof other than as permitted in the Loan Documents and/or the Bank Indebtedness.

7. This Agreement shall continue in full force and effect until Creditor shall receive from Bank notice in writing of its termination upon the full payment of the entire Bank Indebtedness; provided that Borrower is not then indebted in any manner to Bank and Bank has not further commitment to make any further loans or credit accommodations to Borrower pursuant to the Loan Documents, otherwise this shall remain in full force and effect.

8. All notices, payments, requests, reports, information and demands which any party may desire or may be required to give or make to any other party shall be given or made upon such party by and hand delivery or by the deposit in the United States Mail, postage prepaid, Certified or Registered addressed as follows:

TO BANK: Provident Consumer Financial Services

TO CREDITOR: Heritage Community Bank

Said notice shall be deemed given when delivered or mailed as aforesaid.

9. Creditor irrevocably agrees that subject to Bank's sole and absolute election, all actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement, the other agreements, or any collateral shall be litigated only in the courts having situs within the City of Chicago, State of Illinois. Creditor hereby consent and submits to the jurisdiction of any local, state or federal court located within the city of Chicago and State of Illinois. Creditor hereby waives any rights it may have to

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transfer or change venue of any litigation brought against creditor by bank in accordance with this paragraph.

10. This Agreement shall be binding upon the successor and assigns of the creditor, borrower and Bank. This Agreement and any existing or future claim of bank hereunder may be assigned by Bank, in whole or in part, without notice to creditor or to borrower. Bank may, without notice, assign this Agreement in whole or in part in connection with an Agreement of the loan Agreement or a sale of a participant thereunder.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the day and year first above written

Property of Cook County Clerk's Office
By: [Signature] or attorney in fact for Provident Redemptor Corp.

ACCEPTANCE OF BORROWER

The undersigned, Melvin Alexander hereby accept and consent to foregoing Agreement and agrees to bound by all of the provisions thereof and to recognize all priorities and rights granted thereby to Provident Consumer Financial Services BANK, and its successors and assigns and to perform in accordance therewith.

Borrower:

By: Melvin Alexander

Its: _____

property located in County, Illinois.

Lot 12 in LUMBERYARD SUBDIVISION of a part of the Southwest 1/4 of Section 34 Township 37 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois

Pin - 25-34-308-008

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20____.

Witness my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this _____ day of _____, 20____.

County Clerk

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20____.

