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Whereas, on condition that said mortgage be subordinated in the manner hereinafter appearing, the party of the third part is about to ~~execute and deliver~~ record a mortgage covering said premises hereinabove described, bearing date the ^{24th} day of September, 19 80, made by Abbott Machine Co., Inc. to United States Trust Company to secure a loan in the amount of Six Hundred Thousand (\$600,000) Dollars and interest.

Now, Therefore, in consideration of the premises and to induce the said party of the third part to loan \$600,000 to Abbott Machine Co., Inc. and also in consideration of one dollar to each of them paid by the party of the third part, the receipt whereof is hereby acknowledged, the said parties of the first and second parts DO HEREBY, severally and respectively, covenant, consent and agree, to and with the said party of the third part, that said mortgage held by the party of the second part shall be, and the same hereby is made subject and subordinate in lien to the lien of said mortgage for Six Hundred Thousand (\$600,000) Dollars, and interest granted to the party of the third part.

This Agreement shall be binding upon and enure to the benefit of the respective heirs, legal representatives, successors and assigns, of the parties hereto.

In Witness Whereof, the parties of the first and second parts hereto have signed and sealed this agreement the day and year first above written.

In the presence of:

4328 RV.2