

P.O. Box 10097  
Merrillville 46411

REAL ESTATE JUDGMENT LIEN  
SUBORDINATION AGREEMENT

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AGREEMENT made this 30th day of January, 1985, between American Security Corporation #5, holder of first mortgage on the real estate hereinafter described and hereinafter referred to as the Lender, and Craig W. Curtis, present co-mortgagor on said first mortgage and junior judgment lienholder on the said real estate hereinafter described and hereinafter referred to as the Judgment Lienholder.

WHEREAS Craig W. Curtis and June A. Curtis, on December 14, 1981, were owners in tenancy by-the-entireties, husband and wife of the following described real estate, to-wit:

Lot No. Twenty-Four (24) in Block No. Three (3), as marked and laid down on the recorded plat of Broadhurst, a subdivision in the City of Gary, Lake County, Indiana, as the same appears of record in Plat Book 19, page 13, in the Recorder's Office of Lake County, Indiana.

More commonly known as 4966 Pennsylvania, Gary, Indiana 46409.

and said Craig W. Curtis and June A. Curtis executed a real estate mortgage on December 14, 1981 on said above described real estate to secure a promissory note dated December 14, 1981 in the sum of Seven Thousand One Hundred Seventy One Dollars and One Cent (\$7,171.01) in favor of the Lender and

STATE OF INDIANA  
OFFICE OF THE RECORDER OF DEEDS  
LAKE COUNTY  
RECORDED  
FEB 20 1985  
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WHEREAS said above referenced mortgage of December 14, 1981 was duly recorded on December 17, 1981 as Document Number 654025 in the Office of the Recorder of Lake County, Indiana, and

WHEREAS said above referenced mortgage is the first and only mortgage lien on the above described real estate, and

WHEREAS, Craig W. Curtis and June A. Curtis were granted a Dissolution of Marriage on June 8, 1984 in Lake Superior Court, Cause Number 284-397, and

WHEREAS, pursuant to the terms of the above referenced Dissolution of Marriage Decree, Craig W. Curtis was ordered to Quit-Claim all his right, title and interest in and to the above described real estate to June A. Curtis, and further therein, that Craig W. Curtis was thereby granted a Judgment Lien in the sum of Five Thousand (\$5,000.00) Dollars against the above described real estate, and

WHEREAS said above referenced \$5,000.00 Judgment Lien of the Judgment Lienholder is junior and inferior to the above referenced first mortgage of the Lender, and

WHEREAS the Judgment Lienholder, pursuant to the above referenced Dissolution of Marriage Decree of June 8, 1984, transferred all his right, title and interest in and to the above described real estate to June A. Curtis by Quit-Claim Deed dated June 14, 1984, recorded July 25, 1984 as Document Number 766183 in the Office of the Recorder of Lake County, Indiana, and

WHEREAS June A. Curtis has applied to Lender for a further extension of credit and a new mortgage on the above described real estate to secure a promissory note dated January 30, 1985 in the sum of Five Thousand Six Hundred Seventy Four and Twenty Seven Cents (\$5,674.27) in favor of the Lender upon the terms and conditions

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described therein, and

WHEREAS the Judgment Lienholder desires that the above referenced further extension of credit be granted by the Lender to June A. Curtis and that the Judgment Lienholder be thereby released of his liability on the above referenced promissory note and mortgage of December 14, 1981 in favor of the Lender, and

WHEREAS it is a condition precedent to June A. Curtis obtaining such above referenced further extension of credit from the Lender and it is a likewise condition precedent to the Judgment Lienholder's obtaining a release of his liability on the above referenced promissory note and mortgage dated December 14, 1981, that the new mortgage, dated January 30, 1985, granted in favor of the Lender by June A. Curtis shall be and remain a lien or charge upon the real estate described hereinabove, prior and superior to the Judgment Lien in favor of the Judgment Lienholder pursuant to the June 8, 1984 Dissolution of Marriage Decree referenced hereinabove, and

WHEREAS the Lender is willing to make such loan to June A. Curtis and release the Judgment Lienholder of his liability on the above referenced note and mortgage dated December 14, 1981 in favor of the Lender provided the new mortgage of June A. Curtis in favor of the Lender to secure the same is a lien or charge upon the above described real estate prior and superior to the judgment lien of the Judgment Lienholder, and provided that the Judgment Lienholder will specifically and unconditionally subordinate his judgment lien above described to the new mortgage lien of the Lender, and

NOW, THEREFORE, in consideration of the premises and other valid consideration, receipt of which is hereby acknowledged, and in order to induce the Lender to make the above referenced loan to June A. Curtis and to release the Judgment Lienholder of his liability on the above referenced promissory note and mortgage dated December 14, 1981, in favor of the Lender, it is agreed as follows:

1. SUBORDINATION. The new Mortgage of June A. Curtis, dated January 30, 1985, securing her note of even date in favor of the Lender referred to above and any renewals or extensions of such Mortgage and the note secured thereby shall be and remain at all times a lien or charge on the real estate described hereinabove, prior and superior to the judgement lien of June 8, 1984 in favor of the Judgment Lienholder referred to above.

2. ACKNOWLEDGEMENT OF SUBORDINATION. The Judgment Lienholder acknowledges that he hereby intentionally waives, relinquishes and subordinates the priority and superiority of the lien or charge of his June 8, 1984 Judgment Lien on the above described real estate in favor of the lien or charge upon such real estate of the new Mortgage dated January 30, 1985 in favor of the Lender, and that he understands that in reliance upon and in consideration of this waiver, relinquishment and subordination, specific loans and advances are being and will be made to June A. Curtis, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by third parties which would not be made or entered into but for such reliance upon this waiver, relinquishment and subordination. The Judgment Lienholder further acknowledges that his June 8, 1984 Judgment Lien has, by this instrument, been subordinated to the lien or charge of the Mortgage dated January 30, 1985 in favor of the Lender.

3. ENTIRE AGREEMENT. This agreement contains the whole agreement between the parties hereto as to the Mortgage loans and Judgment Lien, and the priority thereof, herein described, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations, if any, are merged into this

agreement.

4. BINDING EFFECT. This agreement shall inure to the benefit and be binding upon the legal representatives, heirs, devisees, successors and assigns of the parties.

AMERICAN SECURITY CORPORATION #5

By

Rod McEllen

Craig W. Curtis  
CRAIG W. CURTIS

STATE OF INDIANA )

COUNTY OF LAKE )

ss:

Before me the undersigned, a Notary Public in and for Lake County, State of Indiana, personally appeared Craig W. Curtis and acknowledged the execution of the foregoing instrument this 30th day of January, 1985.

MY COMMISSION EXPIRES:

4-30-86

MY COUNTY OF RESIDENCE:

Lake

Anna Spelman  
Notary Public