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Ford City Bank & Trust

SUBORDINATION AGREEMENT

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AGREEMENT of subordination made December 19, 1986, 1986, between Donald Blaker as Attorney in Fact for Alma Blaker, hereinafter called the Creditor, and GRB Lube, Inc., hereinafter called the Borrower, to induce the Ford City Bank and Trust Co., hereinafter called the Bank, to make or continue loans made or to be made or continued by the Bank to the Borrower, the Borrower and Creditor hereby agree with the Bank as follows:

1. Debt to Creditor. The Borrower is indebted to the Creditor pursuant to a Note and Mortgage dated July 31, 1986, and recorded September 5, 1986, as Document No. 873418 in the Office of the Recorder of Lake County, Indiana.

2. Subordination. The Creditor and the Borrower hereby subordinate any and all claims now or hereafter owing to the Creditor by the Borrower to any and all claims of the Bank, and agree that except as provided in Paragraph 3, all claims of the Bank shall be paid in full before any payment may be made on the debt of the Creditor whether of principal or interest.

3. Regular Payments to Creditor Permitted. Nothing in this Agreement shall be construed to prohibit Borrower from making regular payments to Creditor as provided in Borrower's Note and Mortgage unless the Bank shall have exercised its option to accelerate or declared a default on the part of Borrower.

4. Primacy of Bank's Claim as Against Creditor. In any insolvency, receivership, bankruptcy, dissolution, liquidation, or reorganization proceeding, or in any other proceeding, whether voluntary or involuntary, by or against the Borrower under any bankruptcy or insolvency law or laws relating to the relief of debtors, to compositions, extensions, or readjustment of indebtedness, the Bank's claim against the assets of the Borrower shall be paid in full at the expense of the Creditor before any payment is made to the Creditor, whether such payment is in kind or in cash. The fund out of which the Creditor's claim is to be paid shall be subject to a security interest in the Bank's favor to secure this Agreement of Subordination, and the Creditor and the Borrower agree that the Bank may collect the Creditor's claim directly from the trustee in such proceeding. The Creditor agrees to furnish all assignments, powers, or other documents requested by the Bank to facilitate such direct collection by the Bank. The Bank may file a claim in any such proceeding on the Creditor's behalf or may compel the Creditor to file such claim and in no event shall the Creditor waive, forgive, or cancel any claim it may now or hereafter have against the Borrower. In any such proceeding or at any meeting of creditors, the Creditor hereby grants to the Bank an irrevocable proxy to vote its claim and agrees to execute all further documents requested by the Bank to facilitate exercise of this proxy. The Creditor further agrees not to sell, assign, transfer, or endorse its claim or claims, no matter how evidenced, to anyone except subject to the terms and conditions of this Agreement, and not to join in any petition of bankruptcy or any assignment for the benefit of creditors, or any creditors' agreement, or to take any lien or security on any of the Borrower's property at any time when the Bank has any claim or claims against the Borrower.

5. Reference on Evidence of Indebtedness. The Borrower and the Creditor agree that any existing evidence of indebtedness of the Borrower to the Creditor or any subsequent evidence of any existing or future indebtedness shall contain or be stamped with a statement referring to the existence of this Agreement.

6. Waiver. The Bank shall have uncontrolled power and discretion, without notice to the Creditor, to deal in any manner with any indebtedness, interest, costs, and expenses payable by or liability of the Borrower to the Bank and any security and guarantees therefor including, but not by way of limitation, release, surrender, extension, renewal, acceleration, compromise, or substitution. The Creditor hereby waives and agrees not to assert against the Bank any rights which a guarantor or surety could exercise; but nothing in this Agreement shall constitute the Creditor a guarantor or surety.

7. Binding Effect. This Agreement shall extend to and bind the respective successors, assigns, and administrators of the parties hereto, and the covenants of the Creditor and the Borrower respecting subordination of the claims of the Creditor in favor of the Bank shall extend to, include, and be enforceable by any transferee or endorsee of the Bank of any of its claim or claims.

8. Acceleration. If the Borrower or the Creditor violates any of the provisions of this Agreement, or if any subordinated indebtedness is involuntarily accelerated, the Bank may elect by a notice in writing delivered to the Borrower and the Creditor to cause all indebtedness of the Borrower to the Bank to become immediately due and payable.

DEPT. OF RECORDS & ADMIN. SERVICES
CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION
RECEIVED
DEC 22 1986

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

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C.T

9. Definitions. The words "claim" and "indebtedness" are used herein in their most comprehensive sense and include any and all advances, debts, obligations, and liabilities of the Borrower heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether the Borrower may be liable individually or jointly with others, or as principal or as surety or guarantor.

In witness whereof, this Agreement has been executed by the parties the day and year first above written.

ATTEST:

David C. Lutz

David C. Lutz

GRB Lube, Inc.

BY: *Gilbert R. Broom* President

Gilbert R. Broom, President

The undersigned hereby certifies that to the best of his knowledge and belief a certain Power of Attorney dated September 5, 1979, and recorded on December 14, 1985, as Document No. 831376 has not been revoked by the death or incompetence of the principal, nor by voluntary revokation of the principal.

SEE ATTACHED SHEET
DONALD BLAKER, Attorney In Fact
for ALMA BLAKER

ACCEPTED: FORD CITY BANK AND TRUST CO.

BY: *Richard J. Mahoney* V.P.
Richard J. Mahoney, Vice President

State of Indiana)
)SS:
County of Lake)

Before me, a Notary Public in and of said County and State, personally appeared the above parties who acknowledged execution of the foregoing SUBORDINATION AGREEMENT. In witness whereof, I have subscribed my name and affixed my official seal on this, the 19th day of December, 1986.

My Commission Expires:

July 20, 1988

Jason L. Horn Notary
JASON L. HORN Public

County of Residence: Lake

THIS INSTRUMENT PREPARED BY:

Jason L. Horn, Esq.
HILBRICH, CUNNINGHAM & SCHWED
2637 - 45th Street
Highland, Indiana 46322
PH: 219/929-2027

9. Definitions. The words "claim" and "indebtedness" are used herein in their most comprehensive sense and include any and all advances, debts, obligations, and liabilities of the Borrower heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether the Borrower may be liable individually or jointly with others, or as principal or as surety or guarantor.

In witness whereof, this Agreement has been executed by the parties the day and year first above written.

ATTEST:

~~_____~~

BY: _____

The undersigned hereby certifies that to the best of his knowledge and belief a certain Power of Attorney dated September 5, 1979, and recorded on December 14, 1985, as Document No. 831376 has not been revoked by the death or incompetence of the principal, nor by voluntary revokation of the principal.

Donald Blaker
DONALD BLAKER, Attorney In Fact
for ALMA BLAKER

ACCEPTED: FORD CITY BANK AND TRUST CO.

BY: _____

State of Indiana)
)SS:
County of Lake)

Before me, a Notary Public in and of said County and State, personally appeared the above parties who acknowledged execution of the foregoing SUBORDINATION AGREEMENT. In witness whereof, I have subscribed my name and affixed my official seal on this, the 22nd day of December, 1986.

My Commission Expires:
July 20, 1988

Jason L. Horn Notary
JASON L. HORN) Public

County of Residence: Lake

THIS INSTRUMENT PREPARED BY:

Jason L. Horn, Esq.
HILBRICH, CUNNINGHAM & SCHWERD
2637 - 45th Street
Highland, Indiana 46322
PH: 219/924-2427