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H-73477 40 (2)

91038726

SUBORDINATION AGREEMENT

THIS DOCUMENT IS BEING RE-RECORDED TO ADD THE DOCUMENT NO. OF THE MORTGAGE

THIS SUBORDINATION AGREEMENT made and entered into by and among JOSEPH W. KAMINSKI & DEBRA K. KAMINSKI ("Borrower"), Calumet Securities Corporation (Calumet), and Gainer Bank, a United States Corporation (Gainer).

WITNESSETH:

WHEREAS, Borrower is the owner of the following described parcel of Real Estate (the "Real Estate") located in Lake County, Indiana, to-wit:

LOT 2, RITA'S ADDITION, UNITS 3 AND 4, TO THE TOWN OF SCHERERVILLE, AS SHOWN IN PLAT BOOK 63, PAGE 32, IN LAKE COUNTY, INDIANA.

STATE OF INDIANA
LAKE COUNTY
RECORDERS DIVISION
FILED FOR RECORD
NOV 12 9 57 AM '91
ROBERT (BOB) FREELAND
RECORDER
NOV 1 1 24 PM '91
ROBERT (BOB) FREELAND
RECORDER
STATE OF INDIANA/S.S:ND.
LAKE COUNTY
FILED FOR RECORD

WHEREAS, Gainer is the holder of a mortgage covering the Real Estate, given by Borrower to Gainer dated November 26, 1990 and recorded December 4, 1990 as Document No. 137350 in the Office of the Recorder of Lake County, Indiana to secure the obligation therein described.

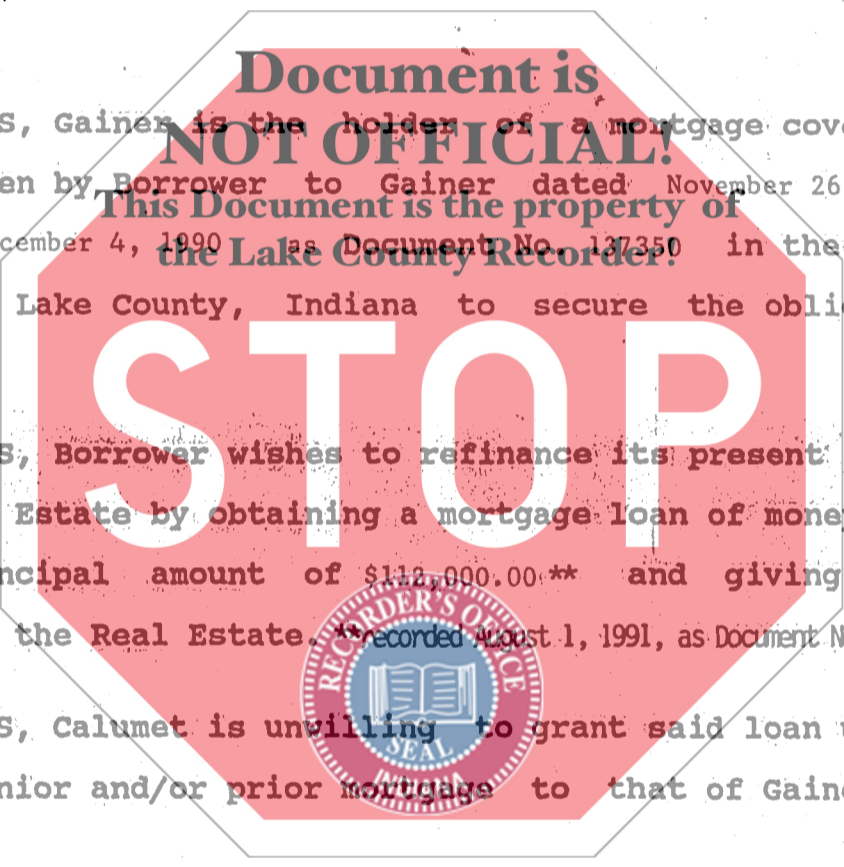
WHEREAS, Borrower wishes to refinance its present first mortgage on the Real Estate by obtaining a mortgage loan of money from Calumet in the principal amount of \$112,000.00** and giving to Calumet a mortgage on the Real Estate. **recorded August 1, 1991, as Document No. 91038725.

WHEREAS, Calumet is unwilling to grant said loan unless it will obtain a senior and/or prior mortgage to that of Gainer on the Real Estate.

WHEREAS, it will be necessary for Gainer to subordinate any lien it has on said Real Estate in order that Calumet will obtain a senior lien to that of Gainer.

WHEREAS, the parties hereto desire by this Agreement to settle among themselves the relative priority of their respective liens on the Real Estate.

NOW THEREFORE, in consideration of the foregoing and the mutual promises of the parties all of which is deemed good, valuable and sufficient consideration, it is hereby agreed by and between the parties as follows:



14.00
13.00
CK

1. Gainer hereby covenants, consents and agrees with Calumet that the above mentioned mortgage held by Gainer is and shall continue to be subject, subsequent and subordinate to the lien of the mortgage about to be given Calumet by Borrower to secure said \$112,000.00 loan amount to be made by Calumet to Borrower together with any extensions, renewals or deferrals thereof, but only to the extent of aggregate principal advances not exceeding \$112,000.00 together with all accruing interest thereon, but only to the extent the Calumet mortgage is otherwise valid and enforceable.

2. That the parties hereto, hereby agree that any right, title, lien or other interest of each of the parties hereto concerning the Real Estate shall be subordinate in claim of lien to the interest of any higher priority as set out above and that said priorities shall control in any action or proceeding for the enforcement of any right, title, lien or other interest concerning said Real Estate.

3. That Borrower hereby joins in this Agreement which shall be binding on them and their assigns and successors.

4. That this Agreement shall be construed in all respects in accordance with, and governed by, the laws and decisions of the State of Indiana. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

5. That this Agreement may not be altered or amended except by an agreement in writing signed by the parties hereto.

6. That if a party hereof fails at any time or times hereafter to require strict performance of any of the provisions, warranties, terms or conditions contained in this Agreement or any other agreement between any of the parties, such failure shall not waive, affect or diminish any right of such party at any time or times hereafter to demand strict performance therewith and such right shall not be deemed to have been waived by any act or knowledge of such party, its agents, officers or employees unless such waiver is contained in an instrument in writing signed by an officer of such

party and directed to the other parties specifying such waiver. No waiver by such party of any default defined in this Agreement or any other agreement between the parties shall operate as a waiver of any other default or the same default on a future occasion.

7. This Agreement shall bind all of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have, each by their respective officer or representative duly authorized, hereunto set their respective hands this 23rd day of July, 1991.

CALUMET SECURITIES CORPORATION

GAINER BANK,
A UNITED STATES CORPORATION

By: [Signature]

By: [Signature]

ROBERT G. JONES, JR. EXECUTIVE VICE PRESIDENT

C. P. Connors, Vice President

Joseph W. Kaminski
Borrower

Abra K. Kaminski
Borrower

NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

STATE OF INDIANA)
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State personally appeared Robert G. JONES, JR. of Calumet Securities Corporation, and acknowledged execution of the above and foregoing Subordination Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of July, 1991.



[Signature]
Notary Public

My Commission Expires:

DIANE L. HENNING
NOTARY PUBLIC, Lake County, Indiana
My commission expires July 28, 1992
Resident of Lake County, Indiana

County of Residence:

STATE OF INDIANA)
COUNTY OF LAKE) SS.

Before me, a Notary Public in and for said County and State personally appeared [Signature] of Gainer Bank, a United States Corporation, and acknowledged execution of the above and foregoing Subordination Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of July, 1991.

Diane L. Henning
Notary Public
DIANE L. HENNING
NOTARY PUBLIC, Lake County, Indiana
My commission expires July 28, 1992
Resident of Lake County, Indiana

My Commission Expires:

County of Residence:

STATE OF INDIANA)
COUNTY OF LAKE) SS.

Before me, a Notary Public in and for said County and State personally appeared C. P. Connors, Vice President and acknowledged execution of the above and foregoing Subordination Agreement.

Document is NOT OFFICIAL!

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of July, 1991.



Diane L. Henning
Notary Public
DIANE L. HENNING
NOTARY PUBLIC, Lake County, Indiana
My commission expires July 28, 1992
Resident of Lake County, Indiana

My Commission Expires:

County of Residence:

