

0091-924

When recorded, mail to:

STEWART TITLE & TRUST OF PHOENIX, INC.
167 Washington Street
Lowell, Indiana 46356
763-0727

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92006228

Subordination Agreement

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

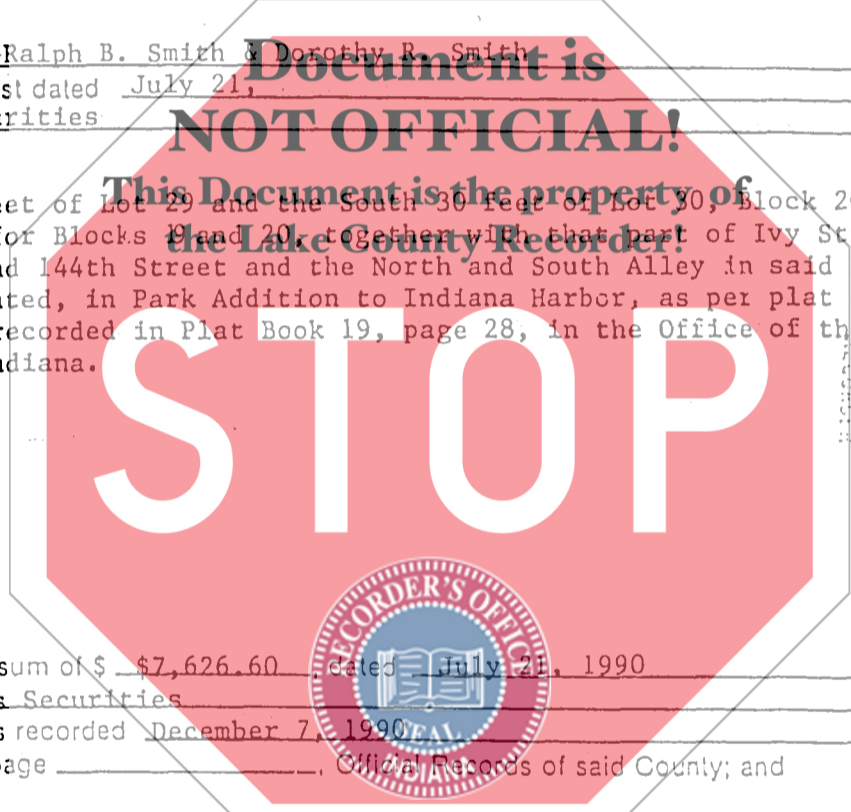
THIS AGREEMENT, made this 25th day of January, 1992,
by Ralph B. Smith & Dorothy R. Smith
owner of the land hereinafter described and hereinafter referred to as "Owner", and _____
Homeowners Securities, present owner and holder of the deed of trust and
note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT, WHEREAS, Ralph B. Smith & Dorothy R. Smith
did execute a deed of trust dated July 21, 1990,
to Homeowners Securities, as trustee,
covering:

The North 10 feet of Lot 29 and the South 30 feet of Lot 30, Block 20, in the
Resubdivision for Blocks 19 and 20, together with that part of Ivy Street between
143rd Street and 144th Street and the North and South Alley in said Block 20
heretofore vacated, in Park Addition to Indiana Harbor, as per plat of said
Resubdivision recorded in Plat Book 19, page 28, in the Office of the Recorder of
Lake County, Indiana.

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STATE OF INDIANA, C.S. NO.
LAKE COUNTY
FILED FOR RECORD
JAN 23 2 07 PM '92
C. E. (BOB) IRELAND
RECORDER

to secure a note in the sum of \$ \$7,626.60 dated July 21, 1990
in favor of Homeowners Securities
which deed of trust was recorded December 7, 1990, in Docket
#137865, page _____, Official Records of said County; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 59,579.00,
dated _____, in favor of Carl I. brown and Company
hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed
of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above-mentioned shall
unconditionally be and remain at all times a lien or charge upon and land hereinabove described, prior and superior to the
lien or charge of the deed of trust first above-mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon
the above-described property prior and superior to the lien or charge of the deed of trust first above-mentioned and
provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first
above-mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is
willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is
unconditionally prior and superior to the lien or charge of the deed of trust first above-mentioned;

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable
consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender
to make the loan above-referred to, it is hereby declared, understood and agreed as follows:

(1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall
unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the
lien or charge of the deed of trust first above-mentioned;

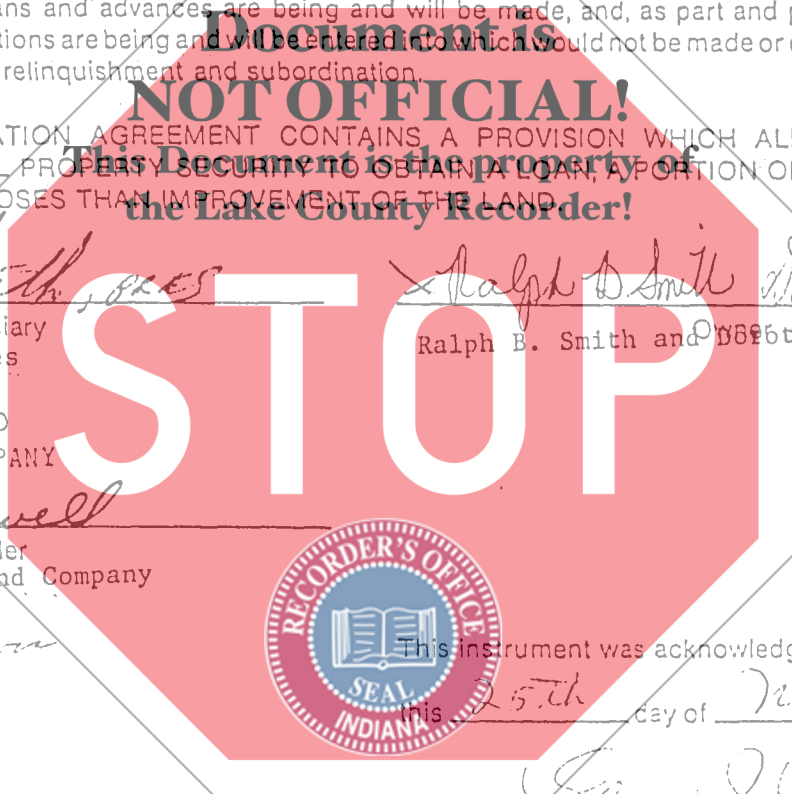
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- (2) That Lender would not make its loan above-described without this subordination agreement; and
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above-mentioned to the lien or charge of the deed of trust in favor of Lender above-referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the deed of trust first above-mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees, and acknowledges that:

- (a) Beneficiary consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above-referred to, and (ii) all agreements, including but not limited to, any loan or escrow agreements between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) Beneficiary intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above-mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above-referred to, and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.



[Signature] Beneficiary
Homewowners Securities

[Signature] Ralph B. Smith and [Signature] Dorothy R. Smith

ACCEPTED AND APPROVED
CARL I. BROWN AND COMPANY
BY: [Signature]
Lender
Carl I. Brown and Company

STATE OF Illinois
County of Cook



This instrument was acknowledged before me
this 25th day of November, 1991 by

[Signature]

My commission will expire



This instrument was acknowledged before me
this 25th day of January, 1992 by

[Signature]

Richard A. Zunica
My commission will expire 9-22-94
County of Residence: Lake

Prepared by Carl I. Brown, and Company

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.