

FA-5272 p1

92012731 SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT MADE AND ENTERED INTO, BY AND AMONG Scott M. Falcone AND Susanne M. Falcone ("BORROWER(S)"), Lake Mortgage Company, Inc. ("FINANCIAL INSTITUTION") AND THE MIPSCO INDUSTRIES FEDERAL CREDIT UNION ("CREDIT UNION")

WITNESSETH:

WHEREAS, BORROWER(S) IS THE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (THE "REAL ESTATE") LOCATED AT: 8773 Edison Court, Crown Point, Lake COUNTY, INDIANA, TO-WIT: Lot 54 in Bohling's East Oak Estates, Unit No. 2, as per plat thereof, recorded in Plat Book 63 page 55, in the office of the Recorder of Lake County, Indiana.

WHEREAS, CREDIT UNION IS THE HOLDER OF A MORTGAGE COVERING THE REAL ESTATE, GIVEN BY BORROWER TO CREDIT UNION DATED November 13, 1991, TO SECURE THE OBLIGATIONS THEREIN DESCRIBED, AND RECORDED ON November 22, 1991, IN THE OFFICE OF THE RECORDER OF Lake COUNTY, INDIANA, AS DOCUMENT NO. 91060030.

WHEREAS, BORROWER WISHES TO REFINANCE ITS PRESENT 1ST MORTGAGE ON THE REAL ESTATE BY OBTAINING A MORTGAGE LOAN OF MONEY FROM Lake Mortgage Company, Inc. IN THE PRINCIPAL AMOUNT OF \$55,500.00 AND GIVING TO Lake Mortgage Company, Inc. A MORTGAGE ON THE REAL ESTATE, RECORDED AS DOCUMENT # _____

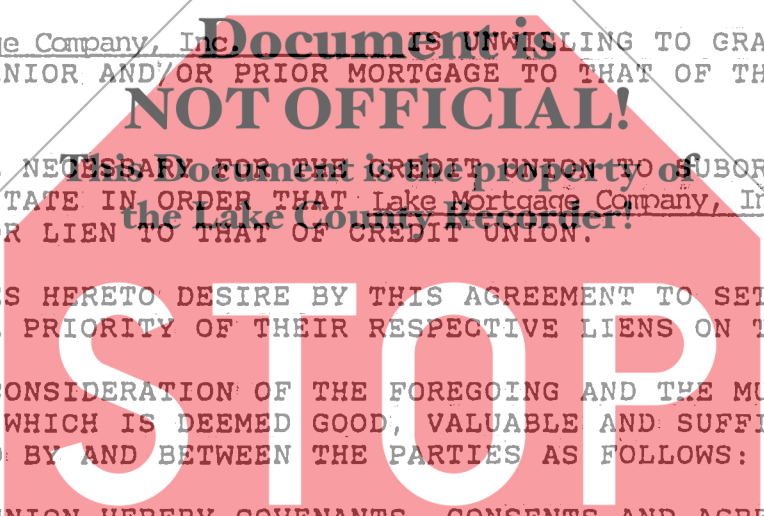
WHEREAS, Lake Mortgage Company, Inc. IS UNWILLING TO GRANT SAID LOAN UNLESS IT WILL OBTAIN A SENIOR AND/OR PRIOR MORTGAGE TO THAT OF THE CREDIT UNION ON THE REAL ESTATE.

WHEREAS, IT WILL BE NECESSARY FOR THE CREDIT UNION TO SUBORDINATE ANY LIEN HAS ON SAID REAL ESTATE IN ORDER THAT Lake Mortgage Company, Inc. WILL OBTAIN A SENIOR LIEN TO THAT OF CREDIT UNION.

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:

1. THE CREDIT UNION HEREBY COVENANTS, CONSENTS AND AGREES WITH Lake Mortgage Company, Inc. THAT THE ABOVE MENTIONED MORTGAGE HELD BY THE CREDIT UNION IS AND SHALL CONTINUE TO BE SUBJECT, SUBSEQUENT AND SUBORDINANTE TO THE LIEN OF THE MORTGAGE ABOUT TO BE GIVEN Lake Mortgage Company, Inc. BY BORROWER TO SECURE SAID \$55,500.00 LOAN ABOUT TO BE MADE BY Lake Mortgage Company, Inc. TO BORROWER TOGETHER WITH ANY EXTENSIONS, RENEWALS OR DEFERRALS THEREOF BUT ONLY TO THE EXTENT OF AGGREGATE PRINCIPAL ADVANCES NOT EXCEEDING \$55,800.00 TOGETHER WITH ALL ACCRUING INTEREST THEREON, BUT ONLY TO THE EXTENT THE Lake Mortgage Company, Inc. 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(S) HEREBY JOINS IN THIS AGREEMENT WHICH SHALL BE BINDING ON THEM AND THEIR ASSIGNS AND SUCESSORS.
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 HERETO 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



STATE OF INDIANA, S.S.NO. FILED IN REC'D MAR 22 2 09 PM 1992 ROBERT (S) RECORDER

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