is the holder of a

Tech: Vederal

## SUBORDINATION AGREEMENT

LAWYERS TITLE INS. CORR. ONE PROFESSIONAL CENTER EUIT 3 215 CROWN POINT, IN 48307

43031707

\*26

WHEREAS,

THIS SUBORDINATION	AGREEMENT made	and entered	into by	and amon	ġ
Thomas G. Gaydos & Diane Ga	ydos (	"Borrower"),	Calumet	Securitie	8
Corporation (Calumet),	Tech Federal C	redit Union	· 20: · · · · · · · · · · · · · · · · · · ·	·	•

## 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 20, Westbrook Unit 2, in the Town of Merrillville, as shown in Plat Book 46, page 19, Lake County, Indiana.

Tech Federal Credit Union

mortgage covering					
Credit Union	NOT (	🕶			nd recorded
( April 27, 1989%	the Lake	County Re	corder!		
Recorder of ( Lake	County ),	Indiana to	secure the	e obligati	on therein
described. * Rerec	corded April 5,	1989 as Docu	ment No. 03	3906*	
WHEREAS, Bor	rower wishes	to refinan	ce its pr	esent firs	t mortgage
on the Real Estat	e by obtaining	ng a mortga	ge loan o	f money fr	rom: Calumet
in the principal	amount of \$_	53,550.00	and	giving to	
mortgage on the R				X II	FILED May 17 SASSES
WHEREAS, Cal	umet is unwi	lling, to g	rant said	loan unla	ss to will
whereas, cal	nd/or prior	mortgage to	that of	Tech Feder	af P
Credit Union	on the	Real Estate	1.	7	H.03
WHEREAS, it	will be nece	ssary for _	Tech Feder	al Credit U	nion
t	o subordinat	e any lien	it has on	said Rea	l Estate in
order that Calume	t will obtain	n a senior	lien to t	hat of Te	ch Federal
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. Tech Federal Credit Union hereby covenants, consents and agrees with Calumet that the above mentioned mortgage held by ( ) 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 \$ 53,550.00 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 \$ 53,500.00 together with all accruing interest thereon, but only to the extent the
- 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 they end that said priorities shall control in any action or proceeding for the enforcement of any right, title, lien or other interest concerning said Reak Estate.

Calumet mortgage is otherwise valid and enforceable.

## the Lake County Recorder!

- 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 provision 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 is 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

Company Control

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  $^{7\,\mathrm{th}}$  day of  $^{\mathrm{May}}$  ,  $19^{9\,3}$  .

respective hands this $\frac{7 \text{ th}}{}$ day of $\frac{\text{May}}{}$ , $19\frac{93}{}$ .
CALUMET SECURITIES CORPORATION TECH FEDERAL CREDIT UNION
By: Robert G. Jones, Jr., Executive Vice President James Spencer, Vice President
Borrower Thomas G. Gaydos Decun Borrover Spiane Gaydos
STATE OF INDIANA NOT OFFICIAL!
COUNTY OF LAKE This Document is the property of the Lake County Recorder!
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 7th day of May 1993.
Notary Public Patricia A. Grasser
My Commission Expires:
April 28, 1997
County of Residence:  Lake
STATE OF INDIANA ) ) SS. COUNTY OF Lake )
Before me, a Notary Public in and for said County and State
personally appeared
Credit Union , and acknowledged execution of the above

and foregoing Subordination Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal this 10th day of May 1993.
Notary Public Virginia Cantrell
My Commission Expires:
4-1-96
County of Residence:
Lake
STATE OF INDIANA ) SS. COUNTY OF LAKE )
Before me, a Notary Public in and for said County and State
personally appeared Thomas G. Gaydos and Diane Gaydos
and acknowledged execution of the above and foregoing Subordination
Agreement. NOT OFFICIAL!
IN WITNESS WHEREOFOct meave is through perset only hand and official
seal this 10th the Lake County Recorder!
Notary Public
My Commission Expires:  SUSAN J. RUDLOFF  NOTARY PUBLIC STATE OF INDIANA  Resident Of Lake County  My Commission Expires September 14,:1995
County of Residence:
SEAL WOIANA LILLIANS
P806

Actobases .