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SUBORDINATION OF LIEN

WHEREAS, NBD Bank, N.A., whose address is 8585 Broadway, Merrillville, IN (hereinafter called "Lien Holder"), has an interest in the following described property located in the Town of Merrillville, County of Lake, State of Indiana, described as follows, to wit:

Lot 263 in Turkey Creek South, Unit 6, as per plat thereof, recorded in Plat Book 40 page 104, in the Office of the Recorder of Lake County, Indiana.

pursuant to the terms of a certain agreement dated Aprilip, 4993, 3, and recorded on April 29, 1993, in Doc. # 93027167, Lake County Records, and

WHEREAS, Gerald A. Vasoli and Cheryl Vasoli, whose address is 1120 W. 72nd Ct., Merrillville, IN (hereinafter called Mortage/ Borrower") has applied to NRD Mortage Co. (hereinafter called Mortage) Borrower") has applied to NBD Mortgage Co. (hereinafter 🛱 lled "Lender") for \$57,000.00 (Fifty seven thousand and 00/100) to including any future renewals, extensions, or modifications thereof to be secured by a first real estate mortgage on the above described property.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledge, the undersigned Lien Holder does hereby subordinate to Lender ald its rights in the above described property to said mortgage of Lender. mortgage of Lender.

IT IS FURTHER ACRED that bender is relying upon this subordination in the above described mortgage transaction and that Lender's mortgage when executed shall be a secured lien on the above described property prior and superior to the interest of Lien Holder notwithstanding the date of execution, the date of recording, or date of disbursement of funds by the Lender.

AND IT IS FURTHER AGREED that Lien Holder hereby assumes no personal liability to Lender and that Lender shall give written notice to Lien Holder at least 15 days prior to the exercising of its right to foreclose by certified U.S. Mail to the address hereinabove designated or to such other address as may hereafter be designated in writing. Lien Holder shall have the right, but not the obligation, to cure any default of the Mortgagor/Borrower.

The Lien Holder represents that it has not sold, assigned, conveyed or agreed to sell, assign, or convey to anyone the Lien Holder's interest in the above described Agreement and that said Agreement is presently in effect and not now in default by either the Lien Holder or the Mortgagor/Borrower.

WITNESS THE DUE EXECUTION HEREOF THIS OCTOBER, 19 33. WITNESSES: Emerson, Vice President Mtg. Banking Benner, **ACKNOWLEDGEMENT** STATE OF INDIANA

SS. County of Lake

The foregoing instrument was acknowledged before me this 2774 day of october, 1993, by

Emerson, Vice President and Larry M. Benner, Mtg. Banking

Officer

Instrument drafted by Howard A. Lax (P35128) P.O. Box 331789

Detroit, Michigan 48232-7789 U Took

runn Notary Public Debra K. Franks Resident of Porter My commission expires 8-20-96

When recorded return to: