

FA-11212

RECORDING REQUESTED BY:

WEST STAR FINANCIAL CORPORATION

WHEN RECORDED MAIL TO:

WEST STAR FINANCIAL CORPORATION

1635 S. BERRY KNOLL BOULEVARD
CENTENNIAL PARK, AZ 86021-1200

93084990

Return to:

First American Title Insurance Company

5265 Commerce Drive

Crown Point, IN 46307

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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 15 day of NOVEMBER, 19 93, by

KENNETH M. ROSS, SR. AND DIANE ROSS

owner of the land hereinafter described and hereinafter referred to as "Owner", and

CRAFTER CORPORATION, ASSIGNED TO HOMEOWNERS SECURITY CORPORATION

present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as "Beneficiary"

Document is WITNESSETH:

THAT WHEREAS, KENNETH M. ROSS, SR. AND DIANE ROSS did execute a Mortgage to CRAFTER CORPORATION, ASSIGNED TO HOMEOWNERS SECURITY CORPORATION

This Document is the property of the Lake County Recorder!

SEE LEGAL DESCRIPTION ATTACHED HERETO

STOP

STATE OF INDIANA / S.S. NO. LAKE COUNTY FILED FOR RECORD
REC 16 9 38 AM '93
ANGUS ONLIGH RECORDER

to secure a Note in the sum of \$ 9,691.00, dated JUNE 3, 1993, in favor of CRAFTER CORPORATION, ASSIGNED TO HOMEOWNERS SECURITY CORPORATION, which Mortgage was recorded JUNE 22, 1993, as Instrument No. 93039952, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 29,081.00, dated [blank], in favor of WEST STAR FINANCIAL CORPORATION hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

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

WHEREAS, Lender is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage 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 Mortgage 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 Mortgage 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 loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Mortgage 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 Mortgage first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.

1100 ja

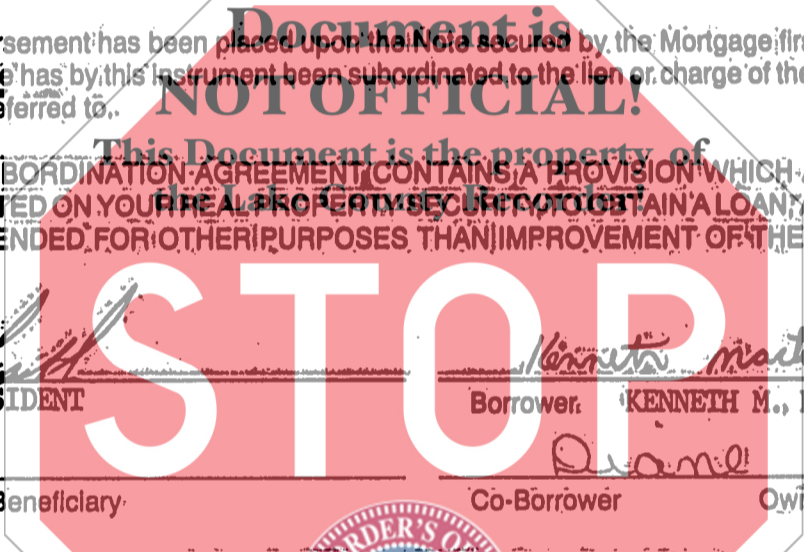
(3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Mortgages heretofore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages or to another deed or deeds of trust.

Beneficiary declares, agrees and acknowledges that:

- (a) He consents to and approves (i) all provisions of the Note and Mortgage 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) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage 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 made and, as part of parcel thereof, specific monetary and other obligations 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; and
- (d) An endorsement has been placed upon the Note secured by the Mortgage first above mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the Mortgage in favor of Lender above referred to.

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.



Terry Smith
TERRY SMITH / PRESIDENT

Kenneth M. Ross Sr.
Borrower: KENNETH M., ROSS SR.

Diane Ross
Co-Borrower
Owner: DIANE ROSS

Beneficiary

Co-Borrower

Owner

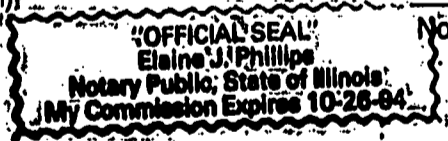
(ALL SIGNATURES MUST BE ACKNOWLEDGED)



On this seventeenth day of November, 1993, personally appeared before me, Terry A. Smith, who being duly sworn did say that (s)he is the president of Home Owners Security Corporation and that the foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and said Terry A. Smith acknowledged to me that they executed the same.

Elaine J. Phillips

(Seal)



Notary Public

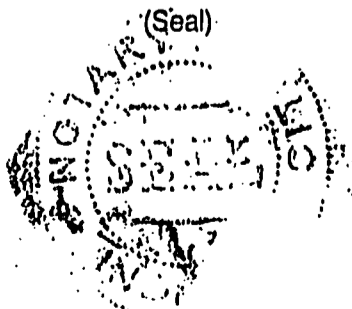
STATE OF

COUNTY OF

On this 19 day of November, 1993, before me, the undersigned, a Notary Public in the state of Indiana, county of Lake, personally appeared Kenneth M. Ross Sr. & Diane Ross, known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same.

Susan L. Paz
Notary Public

My Commission Expires August 29, 1997



LEGAL DESCRIPTION:

LOT 40 AND EAST 18 FEET OF LOT 39 IN BLOCK 4 IN V. H. MESSENGERS' SUBDIVISION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2 PAGE 43, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

