£ .

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SUBORDINATION OF LIEN

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

see attached

pursuant to the terms of a certain agreement dated January 4 1293, and recorded on January 13, 1993, in Document No. 9300310 Lake County Records, and County Records, and

E OF INCIANAISE WHEREAS, Joseph Jayjack and Maryann Jayjack, whose address is 15500 W. 87th Ave., Dyer, Indiana (hereinafter called "Moffgages" Borrower") has applied to NBD Mortgage Co., (hereinafter called "Lender") for \$92,000.00 (Ninety two thousand and 00/100) including any future renewals, extensions, or modifications thereof the becaused by a first roll estate mortgage on the above described. 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 all its rights in the above described property to said mortgage of Lender.

IT IS FURTHER AGREED Chat Lenger 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, ythe date of recording, or date of dispursement of fundachy 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, 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 28th DAY OF 19 93 December

WITNESSES:

Vice President

L.M Benner, Mortgage Officer **ACKNOWLEDGEMENT**

STATE OF INDIANA

ss.

County of Lake

The foregoing instrument was acknowledged before me this day of December _, 1993 , by J.L. Eme 1/28th day of December 19 of ice President, and L.M. Benner, Mortgage Officer , by J.L. Emerson,

chea Debra K. Franks Notary Public Resident of Porter

My commission expires 8-20-96

When recorded return to:

Howard A. Lax (P35128)

"[] P.O. Box 331789

Detroit, Michigan 48232-7789

Page 2

The West 360 feet of lot 2 in Pon and Company's 2nd Addition to Dyer Acres, as per plat thereof, recorded in Plat Book 26, page 72, in bake County, Indiana, and the West 360 feet of Lots 9 and 10 in Pon and Company's Dyer Acres, as per plat thereof, recorded in Plat Book 26, page 27, in Lake County, Indiana.

