

94003274 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 Schererville, County of Lake, State of Indiana, described as follows, to wit:

see attached

pursuant to the terms of a certain agreement dated August 4, 1993, and recorded on August 16, 1993, in Document No. 93053176, Lake County Records, and

WHEREAS, Stephen C. Bower and Anna L. Bower, whose address is 126 Bluegrass Dr. Schererville, IN (hereinafter called "Mortgage/Borrower") has applied to NBD Mortgage Co. (hereinafter called "Lender") for \$80,300.00 (Eighty thousand three hundred and 00/100) 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 all its rights in the above described property to said mortgage of Lender.

IT IS FURTHER AGREED that Lender 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 6th DAY OF January, 1994

WITNESSES:

Harold Herington
Mary F. Hilton
J.L. Emerson J.L. Emerson, Vice President
L.M. Benner L.M. Benner, Mortgage Officer

ACKNOWLEDGEMENT

STATE OF INDIANA)
County of Lake) ss.

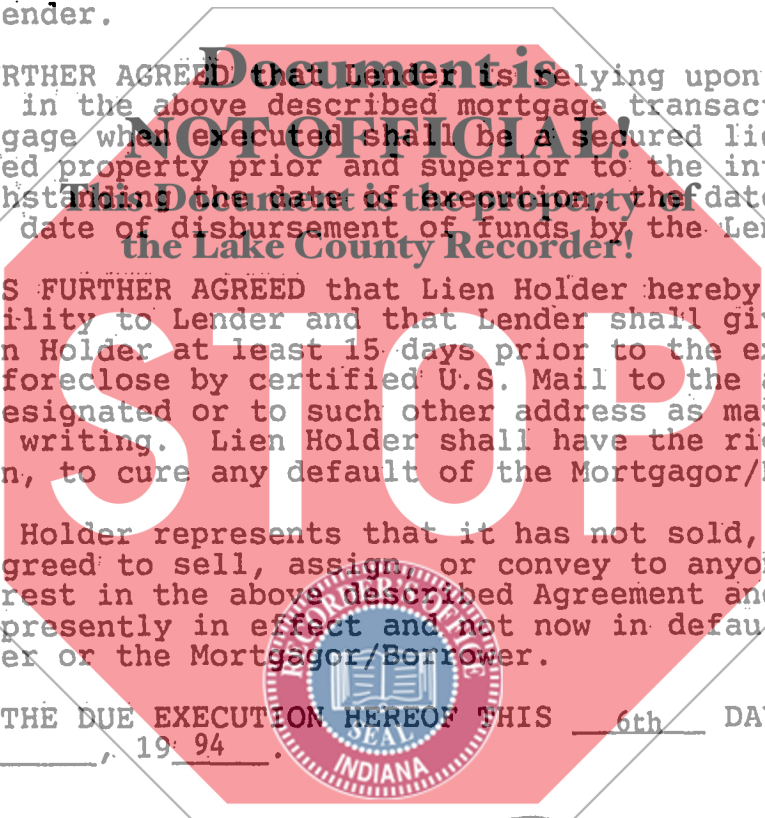
The foregoing instrument was acknowledged before me this 6th day of January, 1994, by J.L. Emerson Vice President and L.M. Benner, Mortgage Officer

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

Instrument drafted by
Howard A. Lax (P35128)
P.O. Box 331789
Detroit, Michigan 48232-7789

When recorded return to:

mtg # 94003273



STATE OF INDIANA
LAKE COUNTY
FILED JAN 12 9 24 AM '94
RECORDER

1000/59

LEGAL DESCRIPTION:

PART OF LOT 5, PLUM CREEK VILLAGE 8TH ADDITION TO THE TOWN OF SCHERERVILLE, INDIANA, AS SHOWN IN PLAT BOOK 64, PAGE 11, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, WHICH PART OF SAID LOT 5 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5, THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 5 A DISTANCE OF 150.66 FEET, THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 5 A DISTANCE OF 38.86 FEET, THENCE SOUTHEASTERLY A DISTANCE OF 143.08 FEET TO A POINT LYING ON A CURVE ON THE EASTERLY LINE OF SAID LOT 5, SAID POINT LYING 53.43 FEET, AS MEASURED ALONG SAID CURVE, NORTHEASTERLY OF THE SOUTHERNMOST CORNER OF SAID LOT 5, THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 53.43 FEET TO THE POINT OF BEGINNING, ALL IN SCHERERVILLE, LAKE COUNTY, INDIANA.

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