

94004405

SUBORDINATION AGREEMENT

Centier Bank
591 W. Lincoln Hwy
CP

THIS SUBORDINATION AGREEMENT MADE AND ENTERED INTO, BY AND AMONG Emerson J. Downing AND Sylvia M. Downing ("BORROWER(S)"), Centier Bank ("FINANCIAL INSTITUTION"), AND THE NIPSCO INDUSTRIES FEDERAL CREDIT UNION ("CREDIT UNION")

WITNESSETH:

WHEREAS, BORROWER(S) IS THE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (THE "REAL ESTATE") LOCATED AT: 17566 Merlin Drive, Lowell, Lake COUNTY, INDIANA, TO-WIT: Lot 85 in Castlebrook Unit 1, as per plat thereof, recorded in Plat Book 46 page 128, in the Office of the Recorder of Lake County, Indiana.

WHEREAS, CREDIT UNION IS THE HOLDER OF A MORTGAGE COVERING THE REAL ESTATE, GIVEN BY BORROWER TO CREDIT UNION DATED September 22, 1992, TO SECURE THE OBLIGATIONS THEREIN DESCRIBED, AND RECORDED ON October 2, 1992 IN THE OFFICE OF THE RECORDER OF Lake COUNTY, INDIANA, AS DOCUMENT NO. 92062341

WHEREAS, BORROWER WISHES TO REFINANCE ITS PRESENT 1ST MORTGAGE ON THE REAL ESTATE BY OBTAINING A MORTGAGE LOAN OF MONEY FROM Centier Bank IN THE PRINCIPAL AMOUNT OF \$ 51,000.00 AND GIVING TO Centier Bank A MORTGAGE ON THE REAL ESTATE.

WHEREAS, Centier Bank IS UNWILLING TO GRANT SAID LOAN UNLESS IT WILL OBTAIN A SENIOR AND/OR PRIOR MORTGAGE TO THAT OF THE CREDIT UNION ON THE REAL ESTATE.

WHEREAS, IT WILL BE NECESSARY FOR THE CREDIT UNION TO SUBORDINATE ITS LIEN ON SAID REAL ESTATE TO THAT OF THE CREDIT UNION WILL OBTAIN A SENIOR LIEN TO THAT OF 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. THE CREDIT UNION HEREBY COVENANTS, CONSENTS AND AGREES WITH Centier Bank THAT THE ABOVE MENTIONED MORTGAGE HELD BY THE CREDIT UNION IS AND SHALL CONTINUE TO BE SUBJECT, SUBSEQUENT AND SUBORDINATE TO THE LIEN OF THE MORTGAGE ABOUT TO BE GIVEN Centier Bank BY BORROWER TO SECURE SAID \$ 51,000.00 LOAN ABOUT TO BE MADE BY Centier Bank TO BORROWER TOGETHER WITH ANY EXTENSIONS, RENEWALS OR DEFERRALS THEREOF BUT ONLY TO THE EXTENT OF AGGREGATE PRINCIPAL ADVANCES NOT EXCEEDING \$51,000.00 TOGETHER WITH ALL ACCRUING INTEREST THEREON, BUT ONLY TO THE EXTENT THE Centier Bank MORTGAGE IS OTHERWISE VALID AND ENFORCEABLE.
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 ABOVE AND THAT SAID PRIORITIES SHALL CONTROL IN ANY ACTION OR PROCEEDING FOR THE ENFORCEMENT OF ANY RIGHT, TITLE, LIEN, OR OTHER INTEREST CONCERNING SAID REAL ESTATE.
3. THAT BORROWER(S) 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 PROHIBITION 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 IF A PARTY HERETO 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



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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 THE INSTRUMENT IN WRITING SIGNED BY AN OFFICER OF SUCH 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 30TH DAY OF DECEMBER, 1993.

FINANCIAL INSTITUTION:
Centier Bank

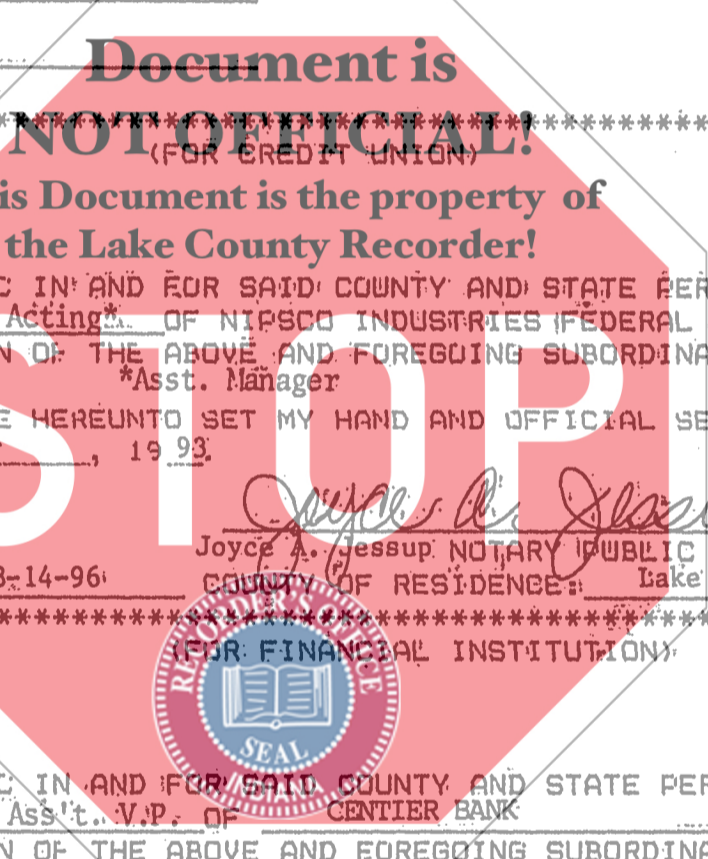
CREDIT UNION:
NIPSCO INDUSTRIES FED. CREDIT UNION

BY: Robert J. Boland
ROBERT J. BOLAND, ASSISTANT VICE PRESIDENT

BY: Joan C. Chiaro
Joan C. Chiaro, Acting Asst. Manager

BORROWER(S):

Emerson J. Downing
Emerson J. Downing
Sylvia M. Downing
Sylvia M. Downing



STATE OF INDIANA)
COUNTY OF LAKE)

SS: This Document is the property of the Lake County Recorder!

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY, APPEARED: Joan C. Chiaro, Acting Asst. Manager OF NIPSCO INDUSTRIES FEDERAL 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 30th DAY OF December, 1993.

Joyce A. Jessup
Joyce A. Jessup, NOTARY PUBLIC
COUNTY OF RESIDENCE: Lake

MY COMMISSION EXPIRES: 3-14-96
STATE OF INDIANA)
COUNTY OF LAKE)

SS: (FOR FINANCIAL INSTITUTION)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY, APPEARED: ROBERT J. BOLAND, Ass't. V.P. OF CENTIER BANK AND ACKNOWLEDGED EXECUTION OF THE ABOVE AND FOREGOING SUBORDINATION AGREEMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 30TH DAY OF DECEMBER, 1993.

Virginia L. Takacs
VIRGINIA L. TAKACS
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires August 27, 1997
Resident Of Lake County, Indiana

MY COMMISSION EXPIRES: 8-27-97
STATE OF INDIANA)
COUNTY OF LAKE)

SS: (FOR BORROWERS)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY, APPEARED: EMERSON J. DOWNING AND SYLVIA M. DOWNING AND ACKNOWLEDGED EXECUTION OF THE ABOVE AND FOREGOING SUBORDINATION AGREEMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 30TH DAY OF DECEMBER, 1993.

Virginia L. Takacs
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-27-97
STATE OF INDIANA)
COUNTY OF LAKE)

VIRGINIA L. TAKACS
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires August 27, 1997
Resident Of Lake County, Indiana

Prepared by Robert J. Boland, Ass't. V.P.