## SUBORDINATION AGREEMENT ..

94004408 This subordination	N AGREEMENT' madê	and entered :	into by and amo	ng:
GERALD T. STIENER AND ST				
Corporation (Calumet),		•	AN ASSOCIATION:	

## WITNESSETH:

WHEREAS, Borrower is the owner of the following described parcel of Real Estate (the "Real Estate") located in ( LAKE COUNTY ), Indiana to=wit:

Lot 1 in Elmwood, in the City of Crown Point, as per plat thereof, recorded in Plat Book 7 page 26, in the Office of the Recorder of Lake County, Indiana.

WHEREAS, CITIZENS FEDERAL SAVINGS & LOAN ASSOCIATIONS, the holder of a mortgage covering the Real Estate, given by Borrower to CITIZENS FEDERAL SAVINGS & LOAN ASSOCIATION CAPTIL 16, 1993 and recorded (April 19, 1993 ) and recorded the Lake County Recorder:

Recorder of (LAKE COUNTY ), Indiana to secure the obligation therein described.

WHEREAS, Borrower wishes to refinance its present first mortgage on the Real Estate by obtaining a mortgage loan of money from Calumet in the principal amount of \$ 60,200,00 and giving to Calumet a mortgage on the Real Estate.

whereas, calumet is unwilling to crant said loan unless it will obtain a senior and/or prior mortgage to that of CITIZENS FEDERAL, SAVINGS AND LOAN ASSOCIATION. On the Real Estate.

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:

- CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION hereby covenants, consents and agrees with Calumet that the above mentioned mortgage held by (CITIZENS FEDERAL SAVINGS & LOAN ASSOCIATIONs and shall continue to be subject, subsequent and subordinate to the lien of the mortgage about to be given Calumet by Borrower to secure said \$ 60,200.00 loan amount to be made by Calumet to Borrower together with any extensions, renewals or deferrals thereof, but only to the extent of aggregate principal advances not exceeding \$ 60,200.00 together with all accruing interest thereon, but only to the extent the Calumet 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 second above and that said priorities shall control in any action of proceeding for the enforcement of any right, title, lien or other interest concerning said Real Estate.

the Lake County Recorder!

3. That Borrower 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 provision 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 is a party hereof 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 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 an 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 15th day of December , 191931.				
CALUMET SECURITIES CORPORATION CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION				
By:  Jeffrey C. Stur, Vice President  By:  Jeffrey C. Stur, Vice President				
Borrower GERALD T. STIENER BOXTOWEL STEPHANIE A. STIENER, by				
GERALD Th STIENER; Her Attorney in Fact				
STATE OF INDIANA NOT OFFICIAL!				
COUNTY OF LAKE The Bocument is the property of the Lake County Recorder!				
Before me, a Notary Public in and for said County and State				
personally appeared New XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
Corporation, and acknowledged execution of the above and foregoing				
Subordination Agreement.				
IN WITNESS WHEREOF, I have hereento set my hand and official				
seal this. 15th day of December 19 93.				
Notary Public Bileene S. Mulligan-Kras				
My Commission Expires:				
6-25-94				
County of Residence:				
LAKE				
STATE OF INDIANA )				
COUNTY OF LAKE				
17/7/94				

Before me, a Notary Public in and for said County and State personally appeared Jeffrey C. Stur. V.P. of ASSOCIATION:
, and acknowledged execution of the above

CITIZENS FEDERAL SAVINGS: & LOAN .... and foregoing Subordination Agreement.

My commission expires: 7/County of residence: Lake 7/-11/97

IN WIMNESS WURDEOF T has	To be manufact and a second of a second of the second of t
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	Notary Public
My Commission Expires:	
County of Regardence:	
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STATE OF INDIANA )	
COUNTY OF LAKE ) SS.	
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	in and for said County and State
personally appearedGERALD_	T. STIENER AND STEPHANTE A STIENER, by
and acknowledged execution of	STIENER, her Attorney in Fact the above and foregoing Subordination
Agreement.	TELEVIS .
IN WITNESS WHEREOF, I have	hereunto set my hand and official
This Docume	nt is the property of
the Laket	
	flows of Zhille
	Notary Publication THOMAS G. SCHILLER
My Commission Expires:	
(6-7-96)	
County of Residence:	WERSON CONTRACTOR OF THE PROPERTY OF THE PROPE
LAKE'	
ALIKU,	
III,	VOIANATURE
THIS INSTRUMENT WAS PREPARED BY	
	R'.G. JONES, JR'. EXECUTIVE VICE PRESIDENT
•	CALUMET SECURITIES CORPORATION

PO Box 208 Schererville, IN 46375