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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MARGAMETIE CLIVELIND

RECORDER

DLB 43791130-10

STATE OF	INDIANA	
COUNTY OF	LAKE	

SUBORDINATION AGREEMENT

This Agreement made and entered into the 12th day of April, 1995, by and between the Small Business Administration, an Agency of the United States of America, 429 North Pennsylvania Street. Suite 100. Indianapolis. Indiana 46204-1873 the subordinating lender ("SBA") and Sand Ridge Bank, Post Office 1929, Highland, Indiana 46322 (BANK), concerning William F. Petrites (the Borower) Cht 18

WHEREAS, the SBA is the owner and holder of a note from the borrower dated November 14. 1994 in the principal amount of \$38,400.00, the repayment of which is secured by a MORTGAGE, and the property described therein, filed of record in the Office of the Recorder of Deeds in Document Number 94082575, Lake County, Indiana records, and Recorder!

WHEREAS, BANK proposes to make a loan to the Borrower in the principal amount of Thirty Thousand and No/100**** Dollars (\$30,000.00); and XDATED NOVEMBER 8, 1995 AND RECORDED NOVEMBER 20, 1995, AS DOCUMENT NO. 95070721 WHEREAS, BANK has agreed to make said loan to the Borrower provided its security interest, evidenced by note and MORTGAGE, shall be superior to the lien, right, title and interest of the SBA with respect to the property, and the SBA is willing to subordinate its interest to that of the BANK on the terms and conditions provided hereinbelow.

NOW THEREFORE, in consideration of the within precases and ten dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties contract, covenant and agree as follows:

- The SBA shall cause, and does hereby cause, its security interest in the above described property to be subject and subordinate to the security interest of the BANK in an amount not to exceed the principal sum of Thirty Thousand and No/100***** Dollars (\$30,000,00) together with all earned interest, any advances to pay ad valorem property taxes, insurance, or to repair, maintain, or preserve the improvements to the property, and the cost of collection (including attorney's fees). It is further provided that any reduction in the principal amount subordinated hereto by the SBA, shall constitute a commensurate reduction in this subordination to the extent that the subordination applies to the principal amount of the loan made by the BANK.
- BANK agrees that it shall not accelerate the maturity of the Borrower's note or initiate any proceedings against the Borrower to foreclose under its MORTGAGE without first furnishing the SBA with a duplicate copy of the notice of default and acceleration, and further agrees to give the SBA thirty (30) days notice from date of acceleration, to cure such defaults.

Control Number: 2471-0281



- 3. In no event shall BANK amend or modify its note and MORTGAGE, subordinated hereto by the SBA, without the prior written consent of the SBA.
- 4. Any notice required or provided herein shall be in writing and sent by certified mail to the attention of Supervisory Loan Specialist, Servicing Division, Small Business Administration.
- 5. This instrument shall expire and become null and void upon payment in full of the aforementioned Note from Borrower to SBA.
- 6. This agreement is expressly limited in application to the loan herein described, and priority is retained as against all other instruments or liens. The MORTGAGE held and owned by the SBA shall remain otherwise in full force and effect.
- 7. This subordination agreement shall supersede and cancel all previous subordinations concerning the above described loans unless otherwise provided herein.

IN WITNESS WHEREOF, the Administrator of the Small Business Administration has caused these presents to be executed by its duly authorized Area Counsel, by Delegation of Authority, No. 12-D, Revision 3, Redelegation of Disaster Assistance, published in The Federal Register, Vol. 58, No. 206, Page 57891, October 27, 1993 at Atlanta, Georgia the day and year first above written.

Page 57891, October 27, 1993 at Atlanta, Georgia th	e day and year first above written.
	Small Business Administration
North March	Polant P. Alexand
Witness	Robert P. Alexander Attorney/Advisor
Johnson Milion	Area 2 Disaster Assistance
STATE OFGEORGIA	
STATE OF GEORGIA	MA
I, LENA M. TRAVIS do hereby certify that Robert P. Alexander, Attorney	_, a notary public in and for said county and state,
this day and acknowledged the due execution by him and notarial seal this the/Z \(\frac{1}{2} \) day of	self of the foregoing instrument. Witness my hand
	Para A. Rans VION
	ry Public
Му	Commission expires: No Commission Expires Feb. 23, 184

Control Number: 2471-0281