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AGREEMENT RECORER SUBORDINATION OF MORTGAGE

This Agreement is made on the 15th day of January 1996, by and among the City of Hammond acting by and through the Hammond Redevelopment Commission (the "Existing Mortgagee") with an office at 649 Conkey Street, Hammond, Indiana; F.T. Mortgage Companies dba Sunbelt National Mortgage (the "New Mortgagee") with an office in Dallas, Texas; and Doris Conway, individually (the "Owner"), whose address is 4130 Torrence Avenue, Hammond, Indiana 46327.

RECITALS

WHEREAS, Owner is the owner of a certain parcel of land (the property) situated in the County of Lake, State of Indiana, fully described as follows:

The south 2 1/2 feet Lot 37, all of Lot 38 and the north 10 feet of Lot 39, in Block 2 in Gostlin's Second Addition to Hammond, as shown in Plat Book 3 page 52, in the Office of the Recorder of Lake County, Indiana.

and

WHEREAS, Owner, by an instrument dated November 7, 1991, granted and conveyed to the Existing Mortgagee, a mortgage encumbering the property (the "Existing Mortgage"), securing the payment of \$3,041.00, with interest. The existing mortgage was recorded on the 22nd day of November, 1991, as Document No. 91060267 in the Office of the Recorder of Lake County, Indiana; and

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WHEREAS, Owner, by an instrument dated the 15th day of January , 1996, granted and conveyed to the New Mortgagee, a mortgage encumbering the property (the "New Mortgage") securing the payment of \$42,000.00 with interest, New Mortgage was recorded on 16 day of February as Document No. 96006979 in the office of the Recorder of Lake County, Indiana; and

WHEREAS, the parties desire that the lien of the Existing Mortgage shall be postponed in lien and operation to the full amount of the lien and operation of the new mortgage.

NOW, THEREFORE, in consideration of the sum of the balance due on the existing mortgage and other good and valuable considerations, the receipt of which is acknowledged by the Existing Mortgagee, the parties, intending to be legally bound, agree as follows:

- 1. In the event of any judicial sale of the property, the Existing Mortgage is subordinated and postponed in lien position, payment and/or distribution to the priority lien of the New Mortgage.
- 2. The subordination of the Existing Mortgage to the lien of the New Mortgage shall have the same force and effect as though the New Mortgage had been executed, delivered and recorded in the recording office prior to the execution, delivery and recording of the existing mortgage.
- 3. If any proceedings are brought by the Existing Mortgagee or its successors or assigns against the property, including foreclosure proceedings on the Existing Mortgage or to execute upon any judgment on the Note that it secures, the judicial sale in connection with such proceedings shall not discharge the lien of the New Mortgage.

This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto. JANUARY 1996 at Hammond, Indiana Executed on this ____ day of_ CITY OF HAMMOND by and through its Hammond Redevelopment Commission F.T. MORTGAGE COMPANIES DBA SUNBELT NATIONAL MORTGAGE D. GORDON MASON. ASST VICE-PRESIDENT

ACKNOWLEDGMENT

STATE	OF	INDIANA)	
)	SS
COUNTY	OF	LAKE)	

Before me, a Notary Public, in and for said County and State, personally appeared <u>James Davis, Sr.</u> and <u>Ruben Roque</u> personally known by me to be the President and Secretary of the Hammond Redevelopment Commission who severally acknowledged that as such President and Secretary they executed the above and foregoing document as their free and voluntary act and as the free and voluntary act and deed of the City of Hammond, Indiana by and through its Hammond Redevelopment Commission for the uses and purposes set forth therein, on this <u>15th</u> day of <u>JANUARY</u>, 1996.

WITNESS my hand and notarial seal.

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NOTARY PUBLIC Lisa Smeberg

My Commission Expires: 15-97

County of Residence: Take

ACKNOWLEDGMENT

STATE OF INDIANA)			
) SS:	**************************************		
COUNTY OF LAKE)			
				and the second
Before me, a N	Notary Public, in	and for said	County and	State,
personally appeared	D. GORDON MASON	andJ	SEPH FURLONG	
personally known by	me to be the $\frac{As}{a}$	SST VICE-PRES	and ACCT RE	P
of F.T. Mortgage Co				
severally acknowle	edged that as suc	h ASST VICE-	PRESIDENT	and
ACCT REP	they executed	the above ar	nd foregoing	J
document as their	free and voluntar	y act and as	the free a	and
voluntary act and o	leed of the F.T.	Mortgage Comp	panies dba S	Sunbelt
National Mortgage	for the uses and	purposes set	forth there	∍in, on
this 15th day of	JANUARY, 19	96.		
	en general de la companya de la comp			
WITNESS my hai	nd and notarial s	seal.		
	angang talih gerapakan di sebagai kebagai kebagai dalam berapa berapa berapa berapa berapa berapa berapa berap Berapa berapa berap	\sim		
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		NOTARY PUBL	IC CORINA C	CASTEL RAMOS
My Commission Expi	res: 5/16/97			
County of Residence	e: LAKE			

STATE OF INDIANA)	
) SS:	
COUNTY OF LAKE)	
Before me, a Notary Public, personally appeared <u>Doris Conway</u> , that she executed the above and for and voluntary act, for the uses at this <u>15th</u> day of <u>January</u> WITNESS my hand and notarial seal	oregoing document as her free nd purposes set forth therein, on, 1996.
	NOTARY PUBLIC Corina Castel Ramos
My Commission Expires: 5/16/97	•
County of Residence: Lake	

This instrument was prepared by McHie, Myers, McHie & Enslen 53 Muenich Court Hammond, IN 46320