

Whereas, Mark S. Justak and Cheryl L. Justak, H/W

(hereinafter called the "debtor"), is desirous of borrowing money and otherwise acquiring the extension of credit from

NBD Mortgage Co.

Crown Point

"Lender", Indiana

(hereinafter called the "Lender". And whereas, the lender, as a condition to it loaning money to the debtor, has demanded that the undersigned as a creditor of the debtors, subordinate his or their debt or claim to the debt or claim of the Lender.

NOW THEREFORE, as an inducement to said lender to loan money and/or extend credit to said debtor, and in consideration of a mortgage loan to be made to said Debtor by said Lender, the undersigned agrees that a certain mortgage of the Debtor to the undersigned creditor, which shall be evidenced by a Real Estate Mortgage dated June 29, 1992, in the amount of \$35,000.00 and as identified as document #92044370 as recorded in Lake County, Indiana; shall be and is hereby subordinated to the mortgage debt of said lender. Mortgage of said lender shall be evidenced by a *mortgage document dated February 20, 1996, in the amount of \$75,000,00 on property located at 435 Northgate Drive, Crown Point O, Indiana, and legally described as:

Lot 4, Northgate Unit No. 1, an addition to the City of Crown Point, as per plat thereof, recorded in plat book 48, page 123 in the Office of the Recorder of Lake County, Indiana.

(*Said mortgage recorded FEBRUARY 27, as doc #96012456)

Moreover, the undersigned agrees that this agreement and > subordination provided for herein shall be equally effective in A case of the death, incompetecy, dissolution, liquidation of insolvancy of, or the institution of bankruptcy or receivership proceeding against the Debtor, or the administration or the property or affairs of said Debtor arising from or in. the connection with bankruptcy, receivership, liquidation, assignment or other like proceedings, and in any case, said Lender shall be subrogated to, and entitled to file claims for, the and other liabilities of said Debtor to the undersigned, and shall be entitled to all dividends or other payments made therein, to be taken and applied by said Lender as payment in gross upon its said debts and liabilities until the same shall have been paid in full, provided, however, that upon the full payment of the debts and liabilities of said Lender, the undersigned shall be

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subrogated (to the extent such dividends and other payments are applied on the debts and liabilities of said Lender) to the debts and liabilities of said Lender and entitled to all dividends and other payments thereafter made thereon.

Dated and executed at Hammond, Indiana, this

12th day of February , 19 96

Calumet National Bank By:

Lawrenge H. Stengel, Kr. Vice Pres. I/L

Acknowledged by:

(Borrower) Mark S. Justak

(Borrower) Cheryl 1/ Justak

State of Indiana) |)SS: County of Lake |

Before me, a Notory Public in and for said County and State personally appeared Lawrence H. Stengel of Calumet National Bank, who acknowledged the execution of said subordination agreement.

Witness my hand and notorial seal this 12th day of February , 19 96 . WI COMMISSION EXPIRES

My commission expires February 12, 1999

Resident of LAKE , County

Signature the (seal)

Printed Name Janice M. Stewart