FA16776

SUBORDINATION AGREEMENT

THIS	SUBORI	noitanic	AGREEMENT	made	and	entered	into	by and	among
Norman C.	Severin	& Connie	A. Severin	("E	orro	ower"),	Calum	et Secu	rities
Corporati	on (Ca)	lumet),	Bank One	Merrilly	ille	, N.A.			

<u> WITNESSETH:</u>

we whe	REAS,	Borrower	is the	owner (of the	follow	ing de	cribed	parcel
of Real									
Indiana PLAT THERE LAKE COUNT	BOF, REC	ORDED IN							
n de la lace			ndq#						96022
WHI	EREAS,	Bank One	Merrillv	111e, N.A	nt is	3	is t	he holde	er of a
mortgage Bank One N	e cover	ille, N.A)ocume	dated	e proj	ne 19, 19	ower to		<u> </u>
(Feb. 2	7, 1996) a	s Docume	ent No.	(96-	rder! 12447)			
Recorde		Lake						gation	therein
WH	EREAS,	Borrowe	r wishe	s to re	financ	e its p	resent	eir o	Office Caro
on the	Real E	state by	obtain	ing a m	ortgag	se loan	or mone	y 1300m	
			- 2		003	ar	id givi	ng to Ca	O B S
mortgag	ge on t	he Real	Estate.	SEAL.	/ /				and the second
WE	HEREAS,	Calume	is unw	illing	to g	rant sa	id loan	unless	it will
									llville. N.
			on the	Real E	state	•			
		4449	l be ned	rogga r t	for	Bank One	, Merril	lville, N	.A.
WI	HEREAS,								state in
	Abot Co	to s	111 vpt:	ice any	nior	lien to	that c	of	
									···
Bank	Une Meri	illville	N.A.			••			

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. Bank One Merrillville, N.A. hereby covenants, consents and agrees with Calumet that the above mentioned mortgage held by (Bank One Merrillville, N.A.) is 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 \$ 62,000.00 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 \$ 62,000.00 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 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 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 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 26the Coday of February , 19 96.

CALUMET SECURITIES CO	Mus By:	one, MERRILLVILLE, NA
Borrower Norman C. Sev	everin Conni	1 J. Tokarski, Vice President Connie A. Severin
STATE OF INDIANA COUNTY OF LAKE	ss.	

Before me, a Notary Public in and for said County and State personally appeared Joanne L. Thurow, Vice President of Calumet Securities Corporation, and acknowledged execution of the above and foregoing Subordination Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and offici seal this 26 day of FEBRUARY , 1996.

My Commission Expires: DEBRA J. WELL 11/22/97

PORTER

COUNTY OF

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		•	wledged e	xecution	of the above
and foregoing Sub	ordination	Agreement.			•
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THIS INSTRUMENT WAS PREPARED BY:

Joanne L. Thurow, Vice President Calumet Securities Corporation P. O. Box 208 Schererville IN 46375