STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 APR 21 AM 10: 13

MORRIS VI. CARTER RECORDER

97025618

## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT MADE AND ENTERED INTO, BY AND AMONG <u>ALBERT A. JONES</u> AND <u>MARY ANN JONES</u> ("BORROWER(S)"), **GRIFFITH SAVINGS BANK** ("FINANCIAL INSTITUTION"), AND THE <u>MERCANTILE</u> NATIONAL BANK OF INDIANA ("MERCANTILE")

WHEREAS, BORROWER(S) IS THE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (THE "REAL ESTATE") LOCATED AT: 201 WEST 40TH PLACE, GRIFFITH, IN 46319, LAKE COUNTY, INDIANA, TO WT: LOT 38 IN BROADRIDGE ADDITION TO THE TOWN OF GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31 PAGE 22. IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND AMENDED BY PLAT OF CORRECTION RECORDED IN PLAT BOOK 32 PAGE 15.

WHEREAS, MERCANTILE IS THE HOLDER OF A MORTGAGE COVERING THE REAL ESTATE, GIVEN BY BORROWER TO MERCANTILE DATED OCTOBER 3, 19 92, TO SECURE THE OBLIGATION THEREIN DESCRIBED, AND RECORDED ON OCTOBER 14, 19 92, IN THE SE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AS DOCUMENT NO. 92085082.

WHEREAS, BORROWER WISHES TO REFINANCE ITS PRESENT 1ST MORTGAGE ON THE REAL ESTATE BY OBTAINING A MORTGAGE LOAN OF MONEY FROM GRIFFITH SAVINGS BANK IN THE PRINCIPAL AMOUNT \$ 25,000.00 AND GIVING TO GRIFFITH SAVINGS BANK A MORTGAGE ON THE REAL ESTATE.

WHEREAS, GRIFFITH SAVINGS BANK IS UNWILLING TO GRANT SAID LOAN UNLESS IT WILL OBTAIN A SENIOR AND/OR PRIOR MORTGAGE TO THAT OF MERCANTILE ON THE REAL ESTATE.

WHEREAS, IT WILL BE NECESSARY FOR MERCANTILE TO SUBORDINATE ANY LIEN IT HAS ON SAID REAL ESTATE IN ORDER THAT GRIFFITH SAVINGS BANK WILL OBTAIN A SENIOR LIEN TO THAT OF MERCANTILE.

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. MERCANTILE HEREBY COVENANTS, CONSENTS AND AGREES WITH GRIFFITH SAVINGS BANK THAT THE ABOVE MENTIONED HELD BY MERCANTILE IS AND SHALL CONTINUE TO BE SUBJECT, SUBSEQUENT AND SUBORDINATE TO THE LIEN OF THE MORTGAGE ABOUT TO BE GIVEN GRIFFITH SAVINGS BANK BY BORROWER TO SECURE SAID \$ 25,000.00 LOAN ABOUT TO BE MADE BY GRIFFITH SAVINGS BANK TO BORROWER TOGETHER WITH ANY EXTENSIONS, RENEWAL OR DEFERRALS THEREOF BUT ONLY TO THE EXTENT OF AGGREGATE PRINCIPAL ADVANCES NOT EXCEEDING \$ 25,000.00 AND RECORDED AS DOCUMENT NO.97025206 IN LAKE COUNTY, INDIANA ON APRIL 23, 1997 TOGETHER WITH ALL ACCRUING INTEREST THEREON, BUT ONLY TO THE EXTENT THE GRIFFITH SAVINGS BANK 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(S) HEREBY JOINS IN THIS AGREEMENT WHICH SHALL BE BINDING ON THEM AND THEIR ASSIGNS AND SUCCESSORS.

Return: G.75, 510 N. Broad St. Lift.

- 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 IF A PARTY HERETO 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 THE 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 OF 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 16 DAY OF April 19,97.		
FINANCIAL INSTITUTION: MERCANTILE NATIONAL BANK GRIFFITH SAVINGS BANK		
This Document is the property of		
BY: and By Recorder! BY:		
Sandra K Lawler, Asst. Vice Pres. JOANNE JONES PRESIDENT		
BORROWER(S):		
ALBERT A. JONES		
MARY ANN JONES		
***************************************		
STATE OF INDIANA ) SS:  (GRIFFITH SAVINGS BANK)		
COUNTY OF LAKE		
BEFORE ME, A NOTARY PUBLIC IN AND SAID COUNTY AND STATE PERSONALLY APPEARED: JOANNE JONES*OF GRIFFITH SAVINGS BANK AND ACKNOWLEDGED EXECUTION OF THE ABOVE AND FOREGOING		
SUBORDINATION AGREEMENT. *PRESIDENT		
IN WINESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS		
April 19 97		
Nawn Krierce		
DAWN K. PIERCE NOTARY PUBLIC		
MY COMMISSION EXPIRES: MARCH 4, 2000 COUNTY OF RESIDENCE: LAKE		
STATE OF INDIANA ) (FOR FINANCIAL INSTITUTION)		
COUNTY OF Lake ) SS:		
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED:  Sandra K Lawler * OF Mercantile National Bank of Indiana AND ACKNOWLEDGED		
Sandra K Lawler * OF Mercantile National Bank of Indiana AND ACKNOWLEDGED EXECUTION OF THE ABOVE AND FOREGOING SUBORDINATION AGREEMENT.		
Sandra K Lawler * OF Mercantile National Bank of Indiana AND ACKNOWLEDGED EXECUTION OF THE ABOVE AND FOREGOING SUBORDINATION AGREEMENT.  *Asst. Vice Pres. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 16th DAY OF		
Sandra K Lawler * OF Mercantile National Bank of Indiana AND ACKNOWLEDGED EXECUTION OF THE ABOVE AND FOREGOING SUBORDINATION AGREEMENT.  *Asst. Vice Pres.		

MY COMMISSION EXPIRES: 10/9/98 COUNTY OF RESIDENCE: Lake

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STATE OF INDIANA )	(FOR BORROWER(S)) SS:	
COUNTY OF LAKE		
	PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED: <u>ALBE</u> JONES AND ACKNOWLEDGED EXECUTION OF THE ABOVE AND FOREGOING EMENT.	RTA.
IN WITNESS WHEREOF, OF April	DA LA DE LE	.Υ
MY COMMISSION EXPIR	DAWN K. PIERCE NOTARY PUBLIC RES: MARCH 4, 2000 COUNTY OF RESIDENCE: LAKE	
*********************	MOTOFFICIAL.	******
THIS INSTRUMENT WAS	S PREPARED BY JOANNE JONES, AS PRESIDENT OF GRIFFITH SAVINGS BANK.	

