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SUBORDINATION AGREEMENT 1290



Whereas. ANTHONY M. ARVIA JR and KATHLEEN A. ARVIA (hereinafter called the "Debtor (s)"), is desirous of borrowing money and otherwise acquiring the extension of credit from HFS BANK, FSB There inafter called the "Lender". And whereas, the lender, as a condition to it loaning money to the debtor (s), has demanded that the undersigned as a creditor of the debtor (s), 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 (s), and in consideration of a mortgage toan to be made to said Debtor (s) by said Lender, the understaned agrees that a certain mortgage of the Debtor (s) to the undersigned creditor, which shall be evidenced by a Real Estate Mortgage dated April 23, 1996, in the amount of \$ 34,000.00 and identified as document #96032906 as recorded in Lake County Indiana ; shall be and is hereby subordinated to the mortgage acut of said lender. Mortgage of said lender shall be evidenced by a mortgage document dated 1998, in the amount of \$67,900.00 property located at 1711 Lincoln Street Hobart, IN 46342 and legally described as: Part of Lot 22 in Unit 4 of Barrington Ridge, a Planned Unit Development in the City of Hobart, as per plat thereof, recorded in Plat Book 75 page 64, in the Office of the Recorder of Lake County, Indiana which part of said Lot 22 is described as follows: Beginning a the Southwest corner of said Lot 22; thence Northerly, along the curved Westerly line of said Lot 22, being a curve concave to the East with a radius of 250.0 feet, an arc distance of 67.73 feet; thence South 87 degrees 14 minutes 23 seconds East, radial from said curved Westerly line, 122.93 feet to a point on the Easterly line of said Lot 22; thence South 13 degrees 06 minutes 40 seconds West along, said Easterly line, 37.79 feet to the Southeast corner of said Lot 22; thence South 77 degrees 14 minutes 15 seconds West, along the South line of Said Lot 22, a distance of 111.07 feet to the point of beginning.
Moreover, the undersigned agrees that this agreement and subordiantion provided for herein shall be equally effective in case of the death, incompetency, dissolution, **liquidation or insolvancy of,** or the institution of bankruptcy or receivership proceeding against the Debtor (s), or the administration or the property or affairs of said Debtor (s) arising from or in the connection with bankruptcy, receivership, Liquidation, assingment 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 (s) 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 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	HFS Bank, F.	S.B.	this	26th d	ay
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State of INDIANA County of LAKE Before me, a Nota		in and for s	aid Cuunty and	i State pe	2rsonally	(สมุษเล	red
Before me, a Notary Public in and for said County and State personally appeared LAURA NIEDBALA, VICE-PRESIDENT of HES BANK, FSB who acknowledged the execution of said suboraination agreement.							
Witness my hand a	nd notoria	l seal this	26th day	106	May	19 98	- ·
My commission exp Resident of Lak	ines 2-5-08	courcy.	MOIANA HILITA			. •	w'
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