

98044478

98 JUN 15 AM 9:31

MORNING V. CARTER
RECORDER

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting any extension of credit or other financial accommodation to SCOTT M. MOORE AND AMY J. MOORE, HUSBAND AND WIFE

whether one or more), to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mortgagor ("Mortgagor") hereby subordinates to

GMAC MORTGAGE ("Lender")

in the manner and to the extent described in this Agreement all interests, rights and title in the property described in paragraph 1 together with all privileges, hereditaments, easements, and appurtenances, all rents, leases, issues, and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures, if any (the "Property") under a mortgage from Mortgagor to Mortgagor dated

JUNE 27, 19 96, and recorded in the office of the Register of Deeds of

LAKE County, Indiana, on JULY 9, 1996

as Document No. 96045321

(Reel) (Records) (image) in (Vol) of (Mtg) on (page) ("Mortgagee's Mortgage").

Return To:
Bank One, Kentucky, NA
KY1-4444/P.O. BOX 37264
Louisville, KY 40232-7264

Tax Key #

1. Description of Property. The legal description of the Property is as follows:

LOT 20 IN SOUTH POINTE ESTATES, SECOND ADDITION, AN ADDITION TO LAKE COUNTY, INDIANA AS PER PLAT THEREOF RECORDED IN PLAT BOOK 76 PAGE 10, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PROPERTY ADDRESS: 1365 132ND LANE W CROWN POINT, IN 46037

K# 7-343-6

215926 CP from 98518

If checked here, the description continues or appears on reverse side or attached sheet.

2. Superior Obligations. Mortgagee's right, title and interest in the Property as against any person other than Lender or Lender's assignees is expressly reserved and not affected by this Agreement. As between Mortgagee and Lender, the priorities granted Lender by this Agreement are limited to and shall not exceed the obligations checked below ("Obligations"), provided the same are in fact secured by a properly recorded mortgage on the Property from Mortgagor to Lender ("Lender's Mortgage").

(a) The following note(s):

Note #1 dated _____, 19____, in the sum of \$ _____, plus interest,

from _____ (Name of Maker) to Lender.

Note #2 dated _____, 19____, in the sum of \$ _____, plus interest,

from _____ (Name of Maker) to Lender.

and any renewals extensions or modifications thereof, but not increases in principal amount.

(b) The sum of \$160,500.00, plus interest.

(c) All present and future credit extended by Lender to Mortgagor, to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor.

3. Priority. Mortgagee agrees that the lien of Lender's Mortgage shall be prior to the lien of Mortgagee's Mortgage described above to the extent and with the effect described in paragraph 4 on the reverse side.

Mortgagee agrees to the Additional Provisions on the reverse side.

Signed and Sealed JANUARY 28, 1998 (Date)

BANK ONE MERRILLVILLE, NA. NKA BANK ONE, INDIANA NA (SEAL)

BANK (Type of Organization)

By: [Signature] (SEAL)

CONSUMER LOAN OFFICER (Title)

* PETER T. CASPER

By: [Signature] (SEAL)

ASSISTANT VICE PRESIDENT (Title)

* ERIC SHARER

AUTHENTICATION OR ACKNOWLEDGEMENT

Signatures of _____

STATE OF WISCONSIN

County of MILWAUKEE

ss.

authenticated this _____ day of _____, 19____

This instrument was acknowledged before me on JANUARY 28, 1998

by PETER T. CASPER AND ERIC SHARER (Name(s) of person(s))

as CONSUMER LOAN OFFICER AND ASSISTANT VICE PRESIDENT (Type of authority, e.g., officer, trustee, etc., if any)

of BANK ONE MERRILLVILLE, NA. NKA BANK ONE, INDIANA NA (Name of party on whose behalf instrument was executed, if any)

* TIMOTHY H. MARK

Notary Public MILWAUKEE County, Wis.

My Commission Expires JUNE 17, 2001

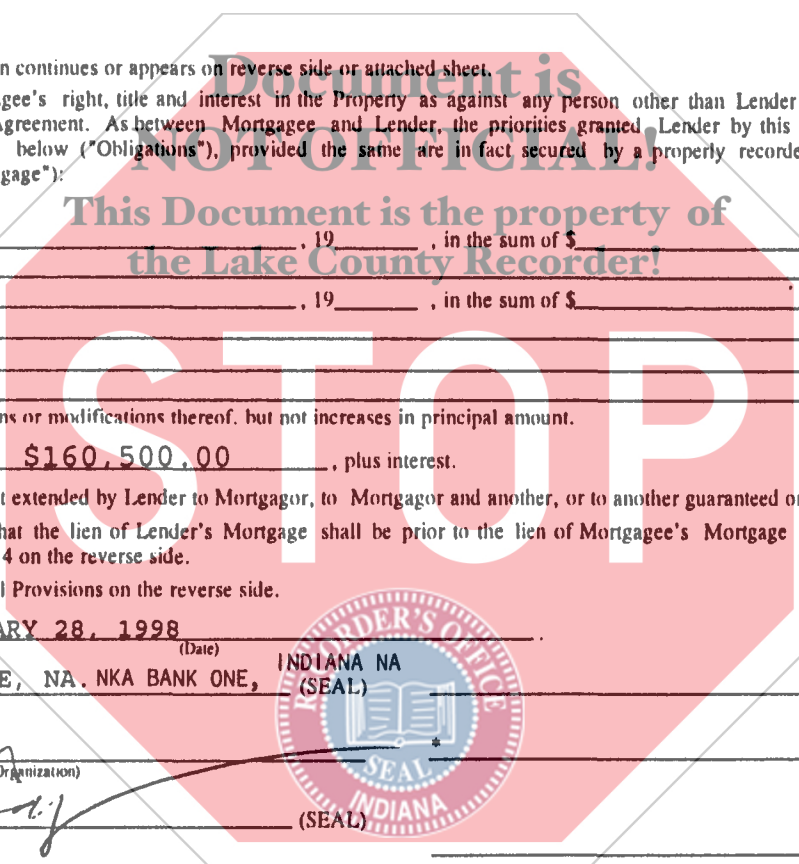
Title: Member State Bar of Wisconsin or authorized under Sec. 706.06, Wis. Stats.

This instrument was drafted by

BELINDA ADAMS

*Type or print name signed above.

return to Bank One, P.O. Box 2071, Milwaukee, WI 53201-2071



ADDITIONAL PROVISIONS

4. **Division of Proceeds.** To the extent Mortgagee is entitled to them by virtue of Mortgagee's Mortgage, all claims, awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits of the Property, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to the Property, and all net proceeds arising from a foreclosure against the Property or a deed given in lieu of foreclosure ("Payments"), shall, as between Mortgagee and Lender, be paid, distributed or otherwise dealt with in the manner and to the extent required by the terms and conditions of Lender's Mortgage, notwithstanding terms and conditions to the contrary contained in Mortgagee's Mortgage, until the Obligations are paid in full or Lender's Mortgage is satisfied. If any Payments are received by Mortgagee before the Obligations are paid in full or Lender's Mortgage is satisfied, Mortgagee shall deliver the Payments to Lender for application to the Obligations, indorsed or assigned, if necessary, to effect transfer to Lender. Payments made or received after satisfaction of Lender's Mortgage or payment in full of the Obligations shall be paid, distributed or otherwise dealt with as though this Agreement did not exist.

5. **Protective Advances.** If Mortgagor fails to perform any of Mortgagor's duties set forth in Mortgagee's Mortgage or in Lender's Mortgage, and if Mortgagee or Lender performs such duties or causes them to be performed, including paying any amount so required ("Protective Advances"), the Protective Advances shall be added to the Obligations if paid by Lender or, if paid by Mortgagee with the consent of Lender and secured by Mortgagee's Mortgage, given the priority accorded such advances under the Mortgagee's Mortgage as though this Agreement did not exist.

6. **Successors and Assigns.** This Agreement benefits Lender, its successors and assigns, and binds Mortgagee and its heirs, personal representatives, successors and assigns, and is not intended to benefit any other person or entity.

