502 . 3. 47.

## SUBORDINATION AGREEMENT

REAL ESTATE.

3. THAT BORROWER(S) HEREBY JOINS IN THIS AGREEMENT WHICH SHALL BE BINDING ON THEM AND THEIR ASSIGNS AND SUCCESSORS.

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

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510 N. Broad St. G7, 41.12 463.9

2.

- 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 6th DAY OF June, 2000

FINANCIAL INSTITUTION: the Lake County Recorder!
Griffith Savings Bank M/what / Poton
BY: Michael P. Kocon  Sylvia Torbica, Assistant Vice Pres.  Carol A. Kocon
BORROWER(S):
BURROWER(3).
Harold E. Coppage
THE RESERVE
140-04-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0
STATE OF INDIANA ) ) SS: COUNTY OF Lake )
MOLANA LULI
BEFORE ME, A NOTARY PUBLIC IN AND SAID COUNTY AND STATE PERSONALLY APPEARED:
Sylvia Torbica, Asst. Vice Pres. OF Griffith Savings Bank AND
ACKNOWLEDGED EXECUTION OF THE ABOVE AND FOREGOING SUBORDINATION AGREEMENT.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 6th DAY OF June, 2000
DEBORAH RIOS-MEJIA
Lake County
My Commission Expires NOTARY PUBLIC
December 28, 2007
MY COMMISSION EXPIRES:COUNTY OF RESIDENCE:
***************************************
STATE OF INDIANA ) (FOR FINANCIAL INSTITUTION)
) SS:
COUNTY OF Lake )
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED:  Michael P. & Carol A. Kocon OF AND ACKNOWLEDGED
EXECUTION OF THE ABOVE AND FOREGOING SUBORDINATION AGREEMENT.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 6th DAY OF
June, 2000
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NOTARY PUBLIC
Decimber 5: 5007
MY COMMISSION EXPIRES:COUNTY OF RESIDENCE:

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STATE OF INDIANA ) (FOR BORROWER(S))
) SS: COUNTY OF Lake )
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED:  Harold E. Coppage OFAND ACKNOWLEDGED
EXECUTION OF THE ABOVE AND FOREGOING SUBORDINATION AGREEMENT.
OF June, 2000  DEBORAH RIOS-MEJIA Lake County My Commission Expires December 26, 2007  MY COMMISSION EXPIRES:  COUNTY OF RESIDENCE:
***************************************
THIS INSTRUMENT WAS PREPARED BY JOANNE JONES, AS PRESIDENT OF GRIFFITH SAVINGS BANK.

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