Kathleen H. Tyrrell as Trustee of the Kathleen Tyrrell Trust Whereas, <u>dd: 4-18-97 KA KathleenTyrrell Trust Agreement</u> (hereinafter called the "debtor"), is desirous of borrowing money and otherwise acquiring the extension of credit from Bank Calumet, NA - Mortgage Loans, located in 10322 Indpls. Blvd. (hereinafter called the Indiana "Lender"). And whereas, the Lender, as a condition to it loaning money to the Debtor, has demanded that the undersigned as a creditor of the debtors, 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 lebtor, and in consideration of a mortgage loan to be made to said Debtor by said Lender, the undersigned agrees that a certain mortgage of the Debtor to the undersigned creditor, which shall be evidenced by a Real Estate Mortgage dated September 16, 2001 \_\_, in the amount of 100,000 co and as identified as document # 99078537 as recorded in Lake County, Indiana; shall be and is hereby subordinated to the mortgage debt of said Lender Mortgage of said kender shall be evidenced by a mortgage document dated October 26, 2001 in the amount of \$ 38,000,00 on property located at 2661 Galahad , Indiana, and legally described as: plat Serrof, recorded in Plat Book 60 page 52, in the Office as per of the Recorder of Lake County Indianat is the property of the Lake County Recorder!

Moreover, wundersigned agrees that this agreement and subordination provided for herein shall be equally effective in case of the death, incompetency, dissolution, liquidation or insolvency of, or the institution of bankruptcy or receivership proceeding against the Debtor, or the administration or the property or affairs of said Debtor, arising from or in the connection with bankruptcy, receivership, liquidation, assignment 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 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

Return: Bonk Calumet

This document being re-recorded to put in proper chain of title.

WHI 37 K

## SUBORDINATION AGREEMENT (cont.)

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 Hammond, Indiana, this   |
|---|--|
|   | 22Nd day of October, 2001  |
|   | BANK CALUMET, NA  By:  Lawrence H. Stengel, Vice President   |
| Acknowledged by:                        | (Borrower) Kathleen H. Tyrrell as Trustee of the Kathleen Tyrrell Trust dd: 4-18-97 known as the Kathleen Tyrrell Trust Agreement  |
|   | Document is  |
|   | NOT OFFICIAL!  |
|   | This Document is the property of   |
|   | the Lake County Recorder!  |
| State of Indiana)                       |  |
| County of Lake)                         |  |
| Before me, a Notary                     | Public in and for said County and State personally of Bank Calumet, NA* who acknowledged the   |
| **                                      | The state of the s |
| *and Kathleen H.                        | ordination Agreement.  Tyrrell as Trustee of the Kathleen Tyrrell Trust dated 4-18-97  |
| and known as the                        | Kathleen Tyrrell Trust Agreement   |
|   | notorial seal this 22nd day of October, 2001.  |
| My commission expirate Resident of LAKE |  |
| Resident of LARE                        | County Ly Converse of the first |
|   |  |
|   | Prepared by Lawrence H. Stenger M. Steurn  |
|   | Printed Name Janice M. Stewart   |
|   | <i>v</i>   |