

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 DEC -5 AM 9:22

MICHAEL A. BROWN  
RECORDER

Prepared by and  
when recorded mail to:

2007 095310

PEOPLES BANK SB

9204 COLUMBIA AVENUE

MUNSTER, IN 46321

Chicago Title Insurance Company

620072208 40 SUBORDINATION AGREEMENT

THIS AGREEMENT made as of this 15<sup>TH</sup> day of MAY 2007 by and between TCF National Bank, a national banking association ("Lien Holder") and Peoples Bank SB, its successors and/or assigns as their respective interests may appear ("Lender"),

WHEREAS, Thomas A. Carton and Linda K. Carton ("Grantor") executed and delivered to Lien Holder a mortgage, filed of record on November 22, 2002, as Document No. 2002 107363 with the County Recorder of Lake County, Indiana covering the following described property located in said County and State (the "Property"):

THE SOUTH 50 FEET OF LOT 18 AND THE NORTH 50 FEET OF LOT 19 IN HILL AND VALE ESTATES FIRST ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 65, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

Property Tax Identification #: 18-28-0199-0028  
Commonly known as: 8728 Baring Avenue, Munster, IN 46321

WHEREAS, Grantor executed and delivered to Lender, a mortgage on the above described Property dated MAY 15, 2007, filed of record on JUNE 13, 2007 with the County Recorder of Lake County, Indiana as Document No. 2007 048077 and in the amount of \$100,000.00.

WHEREAS, it is the intention of the parties hereto, and the purpose of this Subordination Agreement, to make the aforesaid mortgage to Lender, in all respects, senior, prior and superior to the aforesaid mortgage to Lien Holder.

NOW THEREFORE, for good and valuable consideration, and in order to induce Lender, to advance funds upon its mortgage, Lien Holder does hereby subordinate the lien of its' mortgage to the lien of Lender, including all extensions, modifications and renewals thereof and all future advances thereunder, notwithstanding that the Lien Holder's mortgage was executed and recorded prior to the recordation of Lender's mortgage and

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agree that all rights, title and interest acquired by Lender, either by foreclosure proceedings or otherwise, under its mortgage, shall be prior and superior to any and all rights, title, lien and interest heretofore or hereafter acquired by Lien Holder under Lien Holder's mortgage.

IN TESTIMONY WHEREOF, Lien Holder has caused these presents to be executed the day and year first above written.

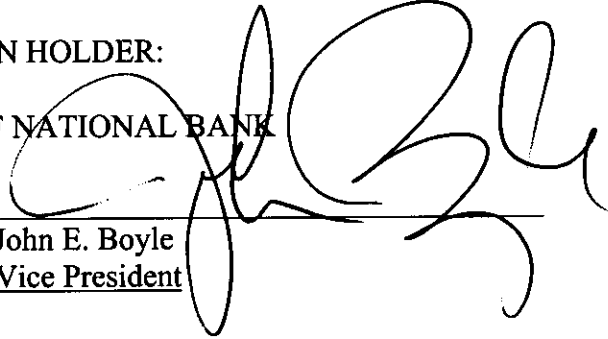
LIEN HOLDER:

TCF NATIONAL BANK

By:

John E. Boyle

Its: Vice President



STATE OF ILLINOIS )  
COUNTY OF COOK )

I, undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John E. Boyle, personally known to me to be the Vice President of TCF National Bank, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of May, 2007.

"OFFICIAL SEAL"  
DAWN M. SWAYDA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10-25-08

  
Notary Public



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.  
Barbara Megquier