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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 095598

2007 DEC -5 PM 1:58

MICHAEL A. BROWN
RECORDER

RECORDATION REQUESTED BY:

Royal Savings Bank
Main Office
9226 S. Commercial Avenue
Chicago, IL 60617

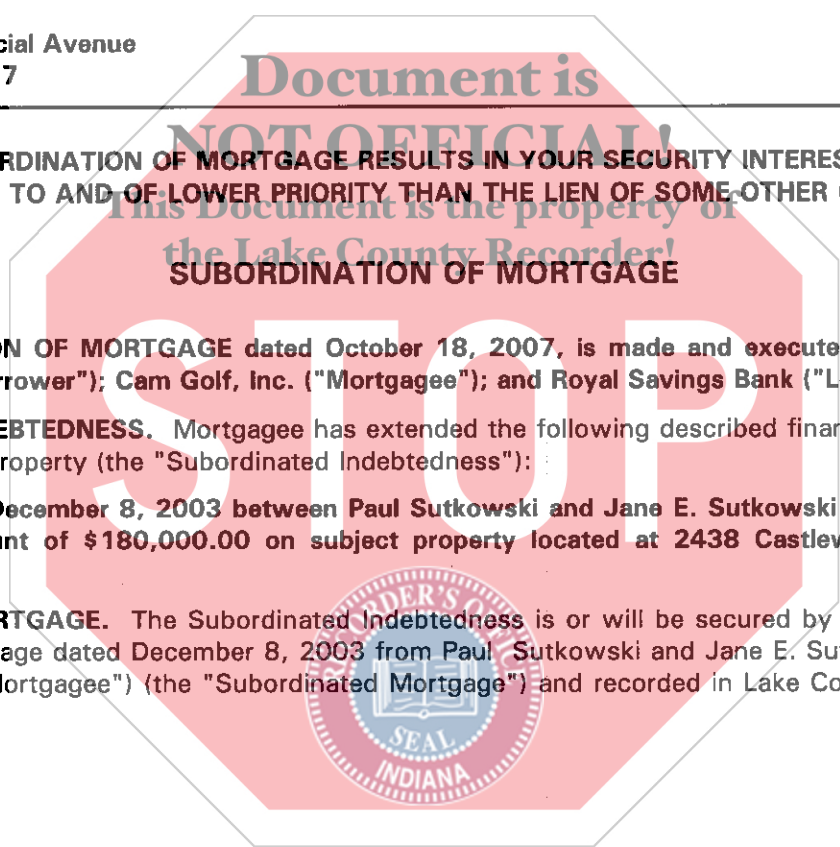
WHEN RECORDED MAIL TO:

Royal Savings Bank
Main Office
9226 S. Commercial Avenue
Chicago, IL 60617



SEND TAX NOTICES TO:

Royal Savings Bank
Main Office
9226 S. Commercial Avenue
Chicago, IL 60617



NOTICE: THIS SUBORDINATION OF MORTGAGE RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION OF MORTGAGE

THIS SUBORDINATION OF MORTGAGE dated October 18, 2007, is made and executed among P & W Golf Enterprises, Inc. ("Borrower"); Cam Golf, Inc. ("Mortgagee"); and Royal Savings Bank ("Lender").

SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

Mortgage dated December 8, 2003 between Paul Sutkowski and Jane E. Sutkowski and Cam Golf, Inc. in the original amount of \$180,000.00 on subject property located at 2438 Castlewood Drive, Dyer, IN, 46311.

SUBORDINATED MORTGAGE. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a mortgage dated December 8, 2003 from Paul Sutkowski and Jane E. Sutkowski ("Mortgagor") to Cam Golf, Inc. ("Mortgagee") (the "Subordinated Mortgage") and recorded in Lake County, State of Indiana as follows:

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SUBORDINATION OF MORTGAGE

(Continued)

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Mortgage dated December 8, 2003 and recorded January 2, 2004 as Document No. 2004 000155.

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following described real property (the "Real Property") located in Lake County, State of Indiana:

Lot 6, in Resubdivision of Castlewood, Unit 1, an Addition to the Town of Dyer, as per plat thereof, recorded September 24, 1979 in Plat Book 51 page 30, as amended by certificate of correction recorded December 4, 1979 as Document No. 562652, in the Office of the Recorder of Lake County, Indiana. Property known as 2438 Castlewood Drive, Dyer, IN

The Real Property or its address is commonly known as 2438 Castlewood Drive, Dyer, IN 46311. The Real Property tax identification number is 14-173-6.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

Mortgage dated November 15, 2004 between Paul Sutkowski and Jane E. Sutkowski and Royal Savings Bank on subject property located at 2438 Castlewood Drive, Dyer, IN, 46311.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated 11-15-2004, from Jane E. Sutkowski and Wayne A Schapp to Lender (the "Lender's Lien") and recorded in Lake County, State of Indiana as follows:

Mortgage dated November 15, 2004 and recorded December 9, 2004 as Document No. 2004 104245.

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Mortgage.

REQUESTED FINANCIAL ACCOMMODATIONS. Mortgage, who may or may not be the same person or entity as Mortgage, and Borrower each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Borrower and Mortgage each represent and acknowledge to Lender that Mortgage will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgage acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the Lien of the Subordinated Mortgage. Mortgage also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgage, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

MORTGAGEE'S REPRESENTATIONS AND WARRANTIES. Mortgagee represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Mortgage which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Mortgage as to the creditworthiness of Borrower; and (D) Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Subordination, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Mortgagee.

MORTGAGEE WAIVERS. Mortgagee waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any

**SUBORDINATION OF MORTGAGE
(Continued)**

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Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Mortgagee, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. In the event of a corporate reorganization or corporate arrangement of Borrower under the provisions of the Bankruptcy Code, as amended, this Subordination shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve such priority and subordination provided under this Subordination in approving any such plan of reorganization or arrangement. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagee also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interests in Mortgagee's property, if any.

SUBORDINATION OF MORTGAGE

(Continued)

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Subordination will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Indiana. In all other respects, this Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Subordination is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Subordination has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Mortgagee agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED OCTOBER 18, 2007.

SUBORDINATION OF MORTGAGE
(Continued)

BORROWER:

P & W GOLF ENTERPRISES, INC.

By: Wayne A Schaap
Wayne A Schaap, Secretary of P & W Golf Enterprises, Inc.

By: Paul Sutkowski
Paul Sutkowski, President of P & W Golf Enterprises, Inc.

MORTGAGEE:

CAM GOLF, INC.

By: Donald Beck
Authorized Signer for Cam Golf, Inc.

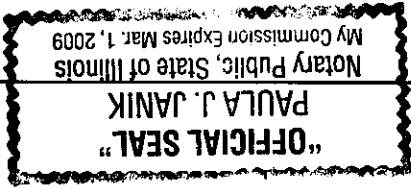
By: _____
Authorized Signer for Cam Golf, Inc.

LENDER:

ROYAL SAVINGS BANK

X Andrew Morua
Andrew Morua, Senior Vice President





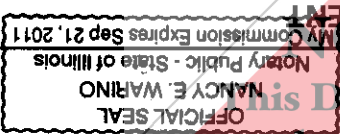
My commission expires _____
Residing at 11677 Avenida de San Diego

Notary Public in and for the State of _____
By *Paula Janik*

Subordination on behalf of the corporation.
and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the
authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned,
Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by
and known to me to be (an) authorized agent(s) of the corporation that executed the Subordination of

On this 27th day of November, 2007, before me, the undersigned
Notary Public, personally appeared Donald Bach

STATE OF _____
COUNTY OF COOK
)
) SS
)



My commission expires _____
Residing at 8307 Parkway Wood, Wood Dale, IL

Notary Public in and for the State of Illinois
By *Nancy E. Warino*

this Subordination and in fact executed the Subordination on behalf of the corporation.
directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute
and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of
corporation that executed the Subordination of Mortgage and acknowledged the Subordination to be the free
Sutkowski, President of P & W Golf Enterprises, Inc., and known to me to be authorized agents of the
Notary Public, personally appeared Wayne A Schapp, Secretary of P & W Golf Enterprises, Inc. and Paul

On this 9th day of November, 2007, before me, the undersigned

STATE OF Illinois
COUNTY OF Cook
)
) SS
)



CORPORATE ACKNOWLEDGMENT

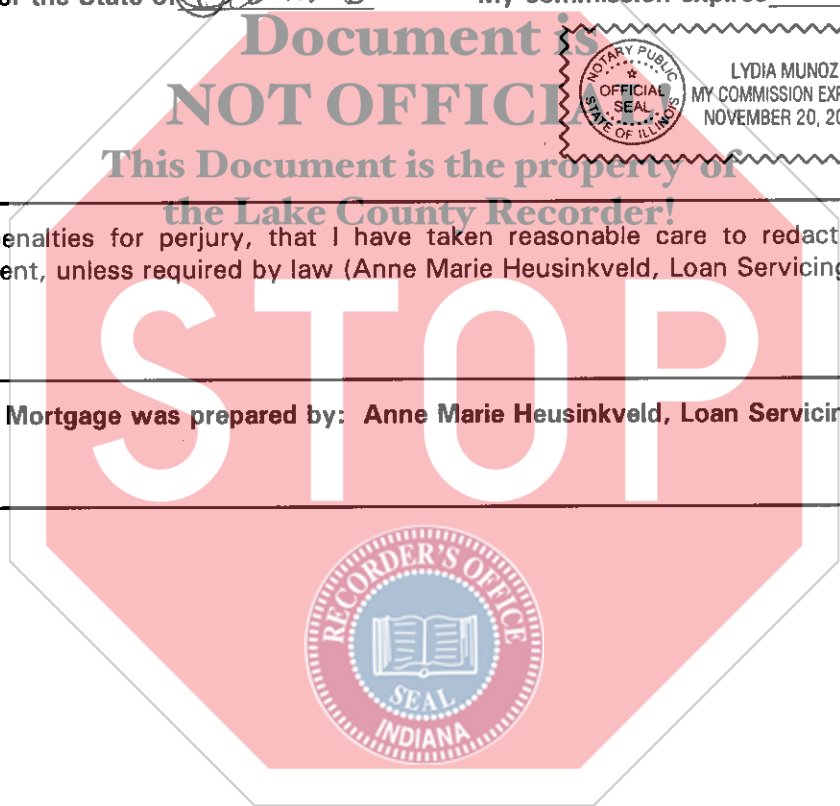
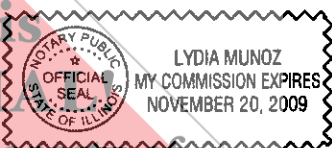
**SUBORDINATION OF MORTGAGE
(Continued)**

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 9th day of November, 20 07, before me, the undersigned Notary Public, personally appeared **Andrew Morua** and known to me to be the **Senior Vice President**, authorized agent for **Royal Savings Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Royal Savings Bank**, duly authorized by **Royal Savings Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Royal Savings Bank**.

By [Signature] Residing at Chicago, IL
Notary Public in and for the State of Illinois My commission expires _____



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 (Anne Marie Heusinkveld, Loan Servicing Manager).

This Subordination of Mortgage was prepared by: **Anne Marie Heusinkveld, Loan Servicing Manager**

Second Rider to Subordination Agreement

This is a Second Rider to a Subordination Agreement dated November 15, 2004 that was entered into by P & W Golf Enterprises, Inc. (borrower), Royal Savings Bank (lender) and Cam Golf, Inc. (creditor). The parties acknowledge that the Subordination Agreement which is dated November 15, 2004 and the First Rider to that Subordination Agreement dated December 23, 2004 are both in effect. They wish to further modify the Subordination Agreement. Based upon that desire and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

- A. The present loan balance owed by borrower to the lender is \$184,418.34. This loan is the subject matter of the Subordination Agreement.*
- B. Presently the creditor and Donald Bach have a secured position superior to that of the bank in regard to the residential real estate owned by Paul and Jane Sutkowski and which is described in Exhibit 1 to this Second Rider.*
- C. Creditor and Donald Bach agree to promptly execute whatever documents are reasonably required to give Royal Savings Bank a secured position that is superior to Cam Golf, Inc. and Donald Bach as it may relate to the residential real estate owned by Paul and Jane Sutkowski and which is described in Exhibit I to this Second Rider.*
- D. The amount subordinated to the bank by Cam Golf, Inc. and Donald Bach that is the subject matter of the Subordination Agreement shall never exceed \$184,418.34 without the express written consent of Cam Golf, Inc. and Donald Bach.*
- E. Upon execution of this Second Rider, P & W Golf Enterprises, Inc. shall pay to Cam Golf, Inc. the sum of \$1,050.00.*

Entered into on November 30, 2007
P & W Golf Enterprises

by: Paul Sutkowski

Its: President
Maguel Schupp
Treasurer

Entered into on Nov. 27, 2007
Cam Golf, Inc.

by: Donald Bach

Its: President

Entered into on November 27, 2007
Royal Savings Bank

by: Arthur Morua
Its: Senior Vice President

Entered into on November 27, 2007

Donald Bach
Donald Bach

