

Prepared by and Return to:
Old Second National Bank -Loan Servicing
37 South River St.
Aurora, IL 60506
Loan# 950853275

2008 066481

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MORTGAGE SUBORDINATION AGREEMENT

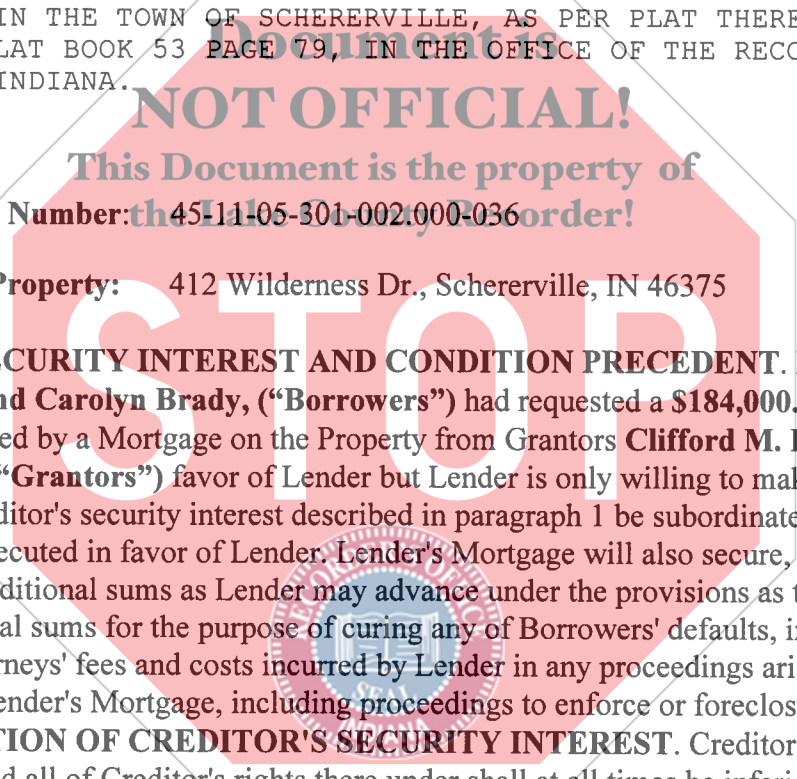
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Creditor, **Heritage Bank n/k/a Old Second National Bank**, ("Creditor") and Lender, **Old Second National Bank**, ("Lender"), resolve the priority of their debts and security interests and agree as follows:

1. CREDITOR'S SECURITY INTEREST. Creditor owns and holds the Note and Mortgage dated February 18, 1999, which was recorded in the office of the recorder of Lake County, Indiana, on March 19, 1999, as Document No. 99024320 encumbering the following described real property, all present and future improvements and fixtures located herein: ("Property").

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2008 SEP 24 AM 9:17
MICHAEL A. BROWN
RECORDER

LEGAL:

LOT 3, IN BRIAR RIDGE COUNTRY CLUB ADDITION, UNIT ONE, A PLANNED UNIT DEVELOPMENT, IN THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 53 PAGE 79, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



Permanent Index Number: 45-11-05-301-002.000-036

Address of Real Property: 412 Wilderness Dr., Schererville, IN 46375

2. LENDER'S SECURITY INTEREST AND CONDITION PRECEDENT. Borrowers **Clifford Brady and Carolyn Brady**, ("Borrowers") had requested a **\$184,000.00** loan from Lender to be secured by a Mortgage on the Property from Grantors **Clifford M. Brady and Carolyn Brady**, ("Grantors") favor of Lender but Lender is only willing to make the loan on condition that Creditor's security interest described in paragraph 1 be subordinated to the Mortgage to be executed in favor of Lender. Lender's Mortgage will also secure, without limitation, such additional sums as Lender may advance under the provisions as to future advances, additional sums for the purpose of curing any of Borrowers' defaults, interest on principal, and attorneys' fees and costs incurred by Lender in any proceedings arising out of or in connection with Lender's Mortgage, including proceedings to enforce or foreclose it.

3. SUBORDINATION OF CREDITOR'S SECURITY INTEREST. Creditor agrees that its security interest and all of Creditor's rights there under shall at all times be inferior and subordinate to the Lender's Mortgage and rights in the Property. (2)

Handwritten initials and numbers: 'ct', '22', and 'p3'.

For My See Doc # 2008.066480 CHICAGO TITLE INSURANCE COMPANY

4. PRIORITY OF SECURITY INTERESTS. The priority of the Mortgages belonging to Creditor and Lender in the Property will be governed by this Agreement and not by the time or order in which the Mortgages were recorded.

5. WAIVER OF LIMITATIONS. Creditor waives any obligation of Lender to provide Creditor with notice of additional advances or loans, notice of default, notice of acceleration of debt, notice of demand for payment or notice of repossession and the right of Creditor to require Lender to marshal **Old Second National Bank** any collateral. In addition, Lender may take or refrain from taking any action (including, but not limited to, making additional advances or loans) with respect to Borrower, any guarantor, or any collateral without notice to or the consent of Creditor and without affecting any of Lender's rights under this Agreement.

6. DOCUMENTATION AND NON-INTERFERENCE. Creditor will not prevent, hinder or delay Lender from enforcing its Mortgage. Creditor will execute and deliver to Lender such additional documents or other instruments as the Lender may deem necessary to carry out this Agreement.

7. TERMINATION. This Agreement will remain in full force and effect now and forever, despite the commencement of any federal or state bankruptcy, insolvency, receivership, liquidation or reorganization proceeding.

8. EFFECT ON BORROWER AND THIRD PARTIES. This Agreement will not affect the enforceability and priority of Creditor's and Lender's security interests in the Property and rights against the Borrower, Grantor, or any third party except as set forth herein.

9. REPRESENTATIONS AND WARRANTIES. Creditor represents and warrants to Lender that:

a. Creditor has not assigned any of its rights or interest in the Property prior to the execution of this Agreement. Creditor shall not assign or transfer to others any claim that Creditor has or may have in the Property while any indebtedness of Borrower to Lender remains unpaid without the express written consent of the Lender;

b. Creditor has obtained all consents and approvals needed to execute and perform its obligations under this Agreement;

c. Creditor's execution and performance of its obligations under this Agreement will not violate any court order, administrative order or ruling, or agreement binding on Creditor in any manner; and

d. Creditor has conducted an independent investigation of Borrower's business affairs and was not induced to lend money or extend other financial accommodations to Borrower or execute this Agreement by any oral or written representation by Lender.

10. ASSIGNMENT. Lender shall be entitled to assign its security interest and its rights and remedies described in this Agreement without notice to Creditor.

11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and inure to the benefit of Creditor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

12. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

13. NOTICE. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.

14. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Illinois. Creditor consents to the jurisdiction and venue of any court located in the state of Illinois in the event of any legal proceeding under this Agreement.

15. ATTORNEYS' FEES. Lender will be entitled to collect its attorneys' fees, legal expenses, and other costs in the event of any litigation pertaining to this Agreement.

16. JOINT AND SEVERAL. If there is more than one Creditor, their obligations shall be joint and several under this Agreement. Wherever the context requires, the singular form of any word shall include the plural.

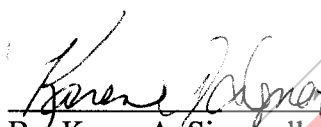
17. INTEGRATION. This Agreement and any related documents represent the complete and integrated understanding between Creditor and Lender pertaining to the terms and conditions of this Agreement.

18. ADDITIONAL TERMS.

Creditor acknowledges that Creditor has read, understands, and agrees to the terms and conditions of this Agreement.

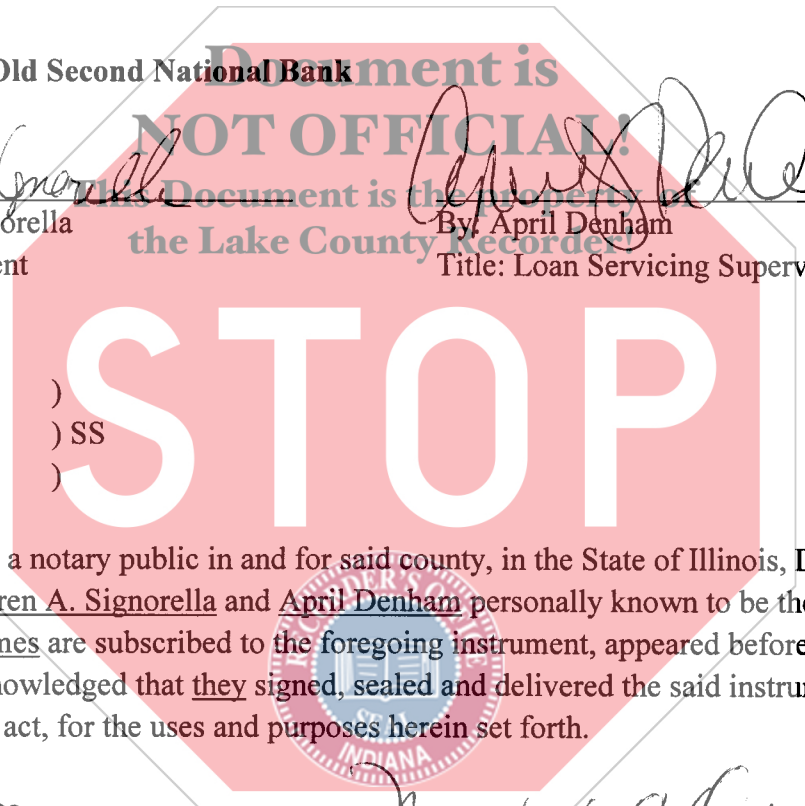
DATED: September 18, 2008

CREDITOR: Old Second National Bank


By: Karen A. Signorella
Title: Vice President

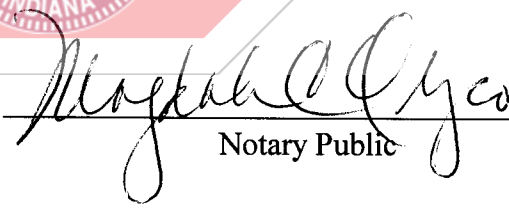

By: April Denham
Title: Loan Servicing Supervisor

State of Illinois)
) SS
County of Kane)



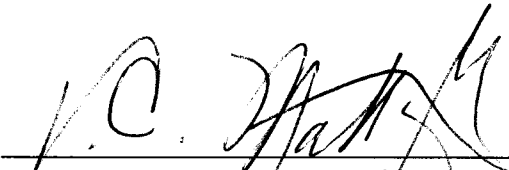
I, the undersigned, a notary public in and for said county, in the State of Illinois, DO HEREBY CERTIFY that Karen A. Signorella and April Denham personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.




Notary Public

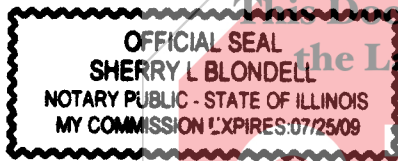
LENDER: Old Second National Bank


By: TABITHA ROACH
Title: 1st VICE PRESIDENT


By: VIRGINIA Q. MATTINGLY
Title: VICE PRESIDENT

State of Illinois)
 DEKALB)SS
County of ~~Wayne~~)

I, the undersigned, a notary public in and for said county, in the State of Illinois, DO HEREBY CERTIFY that TABITHA ROACH and VIRGINIA MATTINGLY personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as his/her/ their free and voluntary act, for the uses and purposes herein set forth.




Notary Public

