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2009 026554

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2009 APR 24 AM 9: 50

MICHAEL A. BROWN RECORDER

19-INDY-3676 LAW TITLE

Space above line for recording purposes.

SUBORDINATION AGREEMENT

NOTICE: This subordination agreement 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.

This Agreement is made this 24thday of FEB., 2009by and between Thornton Township High Schools Credit Union (herein called "Lien Holder"), and Wintrust Mortgage Corporation (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated 07-10-07 executed by Paul D. Slavich and Shawna Slavich (the "Debtor") which was recorded in the county of Lake, State of Indiana, as 2007 069057 on August 27, 2007 (the "Subordinated Instrument") covering real property located in St John in the above-named county of Lake, State of Indiana, as more particularly described in the Subordinated Instrument (the "Property").

PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender will secure a promissory note/line of credit agreement n the amount of \$263,000.

Lien Holder has agreed to execute and deliver this Subordination Agreement.

LAW TITLE INCLUDANCE CO., INC.

MERRILLVILLE, IN 40410

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02/25/2009 WED 9:07 FAX 708 326 3011 Wintrust Mortgage Corp

900/z00**2**

ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

- 1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposed to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
- 2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument ad indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
- 3. This Agreement is made under the laws of the State of Indiana. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.



STATE OF	Illinois)
)SS.
COUNTY OF	Will)

The foregoing instrument was acknowledged before me this 24th day of February, 2,009

By Denise Goldman , Loan Officer, loan documentation of Thornton Township High Schools Credit Union (bank officer name and title)

OFFICIAL SEAL

WITNESS my hand and official seal.

My commission expires:

May 2, 2010

Marcy Phike Nancy C. Kunke

NANCY C. KUNKE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5-2-2010

Document is

PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO PEDAGT EACH SOCIAL PERFORMENT, UNLESS REQUIRED BY LAW."
PREPARED BY: DEAnna Gonzolez

UNLESS RECOLLAGO BYLAW. V. Recorder.
PREPARED BY: DEAnna Gonzalez

Exhibit "A"

LOT 167 IN SIERRA POINTE UNIT 2, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 91, PAGE 28, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PERMANENT INDEX NUMBER: 45-11-27-452-004.000-035

PROPERTY ADDRESS: 8660 W. 91ST PLACE, ST. JOHN, INDIANA 46373

