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SUBORDINATION AGREEMENT

This agreement is made this 18 day of February, 2011, by and between Deana M. Keane (hereinafter "Deana") and Michael D. Keane (hereinafter "Michael") and Fifth Third Bank (hereinafter "Fifth Third"):

WHEREAS, Deana and Michal were granted a Decree of Dissolution of Marriage on November 19, 2010, which provided in part that Michael be awarded the real estate at 12010 Hawthorne Place, Cedar Lake, Indiana, that he refinance the first and second mortgages secured by said real estate, and pay Deana the sum of Twenty-Four Thousand and 00/100 (\$24,000 to) Dollars; and

WHEREAS, said Decree of Dissolution creates, by operation of law, a judgment lier in favor of Deana against said real estate; and

WHEREAS, Fifth Third will lend to Michael sufficient funds to refinance the first mortgage debt secured by said real estate, but will only do so if Deana subordinates her judgment lien to the new debt and mortgage created by refinancing.

NOW, THEREFORE, in consideration of the mutual obligations and benefits contained herein and One and 00/100 (\$1.00) Dollar, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- A. That Fifth Third shall lend to Michael, according to the terms of its written loan commitment, sufficient funds to refinance the first mortgage loan debt for the premises at 12010 Hawthorne Place, Cedar Lake, Indiana, which shall cause Deana's name and liability to be removed from said debt;
- B. That Michael shall proceed to close with Fifth Third on the loan to refinance the first mortgage loan debt for the premises at 12010 Hawthorne Place, Cedar Lake, Indiana,

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and shall thereby cause the name of Deana to be removed from the liability for said debt;

C. That Deana hereby agrees that any interest she may now or hereafter have as a result of her judgment lien against Michael and the real estate at 12010 Hawthorne Place, Cedar Lake, Indiana, shall be subordinate to the promissory note and mortgage Two Hundred Thirty One Thousand between Michael and Fifth Third in the sum of Twenty/Fout/Thousand/bol1144s Five Hundred and no/100 Dollars (\$74/000.) Dollars, dated the 18th day of February, 2011, \$231,500.00 and secured by the real estate at 12010 Hawthorne Place, Cedar Lake, Indiana.

This Document is the property of the Lake County Recorder!

FIFTH THIRD BANK

BX/.

State of Indiana, Lake

County ss:

On this 18th day of February, 2011, before me, the undersigned, a Notary Public in and for said County, personally appeared Michael D. Keane and Deana M. Keane, as tenants in common

and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

KIMBERLY KAY SCHOLTY Jasper County III

Kimberly Kay Schultz, Notary Public County of Residence: Jasper, IN

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