STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2013 089054

2013 DEC -4 AM 9: 08

MICHAEL B. BROWN RECORDER

SUBORDINATION AGREEMENT

The undersigned ("Subordinating Party") is the holder of a Mortgage or Deed of Trust, herein known as a "Security Instrument", dated November 30, 2005, in the amount of \$76,250.00 recorded on December 12, 2005 as document/book number 2005 108646 in the County of LAKE, in the state of Indiana granted by JOHN SZENASI AND CLAUDIA SZENASI herein known as "Borrower", granting Subordinating Party a security interest in the following described property ("Property"):

LOT 60 IN PINEWOOD ESTATES ADDITION, UNIT 1, TO THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 48, PAGE 98, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

PARCEL NO: COMMTY/474404650050/ STATE/43111445404200008A/ 45-11-18-151-012.000-034-

FIFTH THIRD MORTGAGE COMPANY, ISAOA, herein known as "Lender", has granted or will grant to Borrower an extension of credit or other financial accommodation to be secured by a lien ("Lien") on the aforementioned Property/ This Document is the property of

In consideration of Lender's granting to Borrower an extension of credit or other financial accommodation and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby subordinate it's interest, right and title granted by the aforementioned Security Instrument to the aforementioned Lien, not to exceed the total amount of \$98,500.00, provided that the Lien is secured by a properly recorded Mortgage or Deed of Trust granted by Borrower to Lender on the above described Property and except with respect to Protective Advances described below. The Subordinating Party expressly reserves all right, title and interest in the Property granted by the Security Instrument as to any person other than Lender or Lender's assignees.

If the Subordinating Party makes advances of funds in performance of an obligation of the Borrower pursuant to the Subordinating Party's Security Instrument ("Protective Advances") and, if paid with the written consent of the Lender, such Protective Advances shall be secured by the Subordinating Party's Security Instrument and shall be given priority to and be superior to the aforementioned Lien granted to Lender.

Lender shall have prior rights as to Subordinating Party pursuant to the aforementioned properly recorded Lien as to proceeds arising as a result of the following: the exercise of eminent domain against all or any part of the Property, all rents, income, and profits, all amounts received for the taking of all or any part the Property by condemnation proceedings, all compensation received as damages for injury to all or any part of the Property, all proceeds from insurance on improvements to the Property, and all net proceeds from a foreclosure against the Property, including a deed given in lieu of foreclosure.

This agreement is binding on the successors and assigns of both the Subordinating Party and the Lender. This Subordination Agreement is executed this 8th day of November, 2013 on behalf of Mercantile National Bank/by n/k/a BMO Harris Bank N.A. its officers:

Diana J. Reynol

(Seal)

ss.

Title: Vice President

M. Westbrook Title: Assistant Vice President

State of Wisconsin

County of Milwaukee

This instrument was acknowledged before me on the 8th day of November, 2013, by Diana J. Reyo M. Westbrook as officers of BMO Harris Bank N.A..

JANET L. WENTLANDT **NOTARY PUBLIC** STATE OF WISCONSIN

Notary Public, State of Wisconsin

ANET

Resident of Milwaukee

My Commission (Expires) (Is)

This instrument was drafted by: Cheryl Schmitt

Return To: BMO Harris Bank N.A. 1200 Warrenville Road Naperville, IL 60563

this document, unless required by law

*I affirm, under the penalties for perjury that I have taken reasonable care to reduct each Social Society number to

Paggoon Chapter States