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2003 104993

Mortgage # 2003-104992

SUBORDINATION AGREEMENT

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Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
MICHELLE L. WYATT
COUNTRYWIDE HOME LOANS, INC.

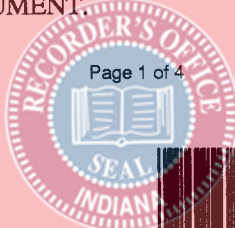
11595 N MERIDIAN ST, STE 700
CARMEL
STE 700 CARMEL, IN 46032

IN1517311068703
[Case #]

0003161532608003
[Doc ID #]

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.

• Subordination Agreement
1D742-XX (12/01)(d)

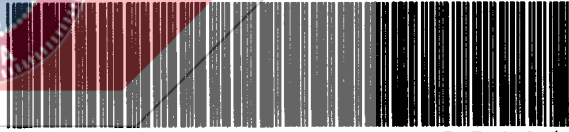


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Initials: *JM*



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Stewart Title Services
of Northwest Indiana
8695 Broadway
Merrillville, IN 46410

1800
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SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 1st day of August, 2003, by HFC/ Beneficial

("Subordinated Lienholder"), with a place of business at 961 Weigel Drive
Elmhurst, IL 60126

WHEREAS, Terry and Michelle Morgan

executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "First Security Instrument") in the sum of, 26,315.53 dated 7/15/02, and recorded 7/18/02 in Book Volume 2002064442, Page , as security for a loan (the "First Loan"), which First Security Instrument is a valid and existing lien on the real property described on Exhibit "A" attached hereto.

WHEREAS, Terry and Michelle Morgan ("Borrower") executed and delivered to Countrywide Home Loans, INC. ("Lender"), a deed of trust/mortgage in the sum of 102,353.00, which deed of trust/mortgage is intended to be recorded herewith or is recorded in Book Volume , Page , as Instrument No. , in the records of Lake County, State of Indiana (the "Second Security Instrument") as security for a loan (the "Second Loan");

WHEREAS, it is a condition precedent to obtaining the Second Loan that the lien of the Second Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the First Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the Second Loan is a lien or charge upon the described property prior and superior to the lien of the First Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the First Loan to the Second Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the Second Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the First Loan.

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NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That the Second Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the First Security Instrument.
- (2) That Lender would not make the Second Loan without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the First Security Instrument to the Second Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the First Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the note and Second Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the Second Loan;
- (b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the First Security Instrument in favor of the lien or charge upon said land of the Second Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

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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.

Jennifer Menca

JENNIFER MENCA

VICE PRESIDENT

[NOTARY SEAL AND FORM]



STATE OF ILLINOIS
COUNTY OF KANE

On SEPTEMBER 15, 2003, before me,
ANGEL RAMOS,
personally appeared JENNIFER MENZA

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature Angel Ramos
ANGEL RAMOS

Notary expires: 8-30-06

