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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2004 JAN 23 AM 9:38
MORRIS W. CARTER
RECORDER

2004 006447

2004 042497

620310511

For *my* See Doc # 2004-006446

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO: SPACE ABOVE FOR RECORDERS USE

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P.O. BOX 10266
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LOAN #: 8061
ESCROW/CLOSING#: 620310511/46941991

STATE OF INDIANA
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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

THIS SUBORDINATION AGREEMENT is made this Second day of January, 2004, by **COUNTRYWIDE HOME LOANS, INC.** ("Subordinated Lienholder"), with a place of business at **4500 PARK GRANADA, CALABASAS, CA 91302-1613.**

WHEREAS, Andrew J. McNamara and Jill M. McNamara as Trustees of the Andrew J. McNamara and Jill M. McNamara Revocable Living Trust dated the 27th day of february 2002 executed and

CHICAGO TITLE INSURANCE COMPANY

**** Document being Re-Recorded to Correct Document No of Mortgage being subordinated.

Handwritten signatures and dates: 2004, 1/28, 1/19

* 2001 084675

delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$20000.00 dated 10/12/2001 , and recorded in Book Volume , Page., as Instrument No. ~~2001084575~~ ²⁰⁰¹⁰⁸⁴⁶⁷⁵ in the records of LAKE County, State of INDIANA, as security for a loan (the "**Existing and Continuing Loan**"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 7224 STARLING DR. SCHERERVILLE, IN 46375 and further described on Exhibit "A," attached.

WHEREAS, Andrew J. McNamara and Jill M. McNamara as Trustees of the Andrew J. McNamara and Jill M. McNamara Revocable Living Trust dated the 27th day of february 2002 ("**Borrower**") executed and delivered to **COUNTRYWIDE HOME LOANS, INC.**, ("**Lender**"), a deed of trust/mortgage in the sum of \$139000.00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded herewith in the records of LAKE County, State of INDIANA as security for a loan (the "**New Loan**");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New 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 Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New 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 New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

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 New 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 Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New 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 Existing and Continuing 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 provision of the note and New 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 New 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 Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New 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.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW 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.

COUNTRYWIDE HOME LOANS, INC.


Patricia Callander, First Vice President



EXHIBIT "A"

LOT 275 IN FOXWOOD ESTATES UNIT 5, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 75 PAGE 5, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA



CORPORATE ACKNOWLEDGEMENT

LOAN #: 8061

State of Texas
County of Collin

On 01/02/2004 before me, personally appeared Patricia Callander, First Vice President of Countrywide Home Loans, Inc., 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

Document is

NOT OFFICIAL

Signature

This Document is the property of
the Lake County Recorder!

STOP

