

Account Number 0300829405

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

**WHEN RECORDED MAIL TO:**  
Homecomings Financial Network, Inc.  
2711 N. Haskell Avenue, Suite 900  
Dallas, TX 75204  
Attn.: Correspondence Department

2005 000860

2005 JAN -6 AM 9:23

MICHAEL A. BROWN  
RECORDER

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**THE SUBORDINATION IS NOT VALID FOR RECORDING AFTER NINETY (90) DAYS FROM THE DATE FIRST APPEARING BELOW. ANY CHANGES TO THIS DOCUMENT WITHOUT PRIOR WRITTEN SUBORDINATING LENDER APPROVAL WILL RENDER THIS SUBORDINATION NULL AND VOID.**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Subordination Agreement

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 13 December, 2004, by Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Residential Funding Corporation and its successors and assigns ("Subordinating Lender").

WHEREAS, Gary B. Bellamy and Linda L. Bellamy ("Borrower"), whether one or more, executed a note in the original principal sum of \$30,250.00 dated 12/14/2001, secured by a deed of trust or mortgage of even date therewith in favor of GUARANTY NATL BK OF TALLAHASSE covering property located at 1642 174th Place, Hammond, IN 46324, ("Property") recorded on 01/09/2001, as Instrument Number: 2002 002746, in Official Records of said County; and

WHEREAS, the note and deed of trust or mortgage have been assigned to Subordinating Lender; and

WHEREAS, Borrower has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$59,163.00 ("New Loan") in favor of \_\_\_\_\_ ("New Lender"); and

WHEREAS, New Lender is willing to make the New Loan provided the deed of trust or mortgage securing same is a lien or charge upon the Property prior and superior to the lien or charge of the deed of trust held by Subordinating Lender, and provided that Subordinating Lender will specifically and unconditionally subordinate its lien to the lien or charge of the deed of trust or mortgage in favor of New Lender; and

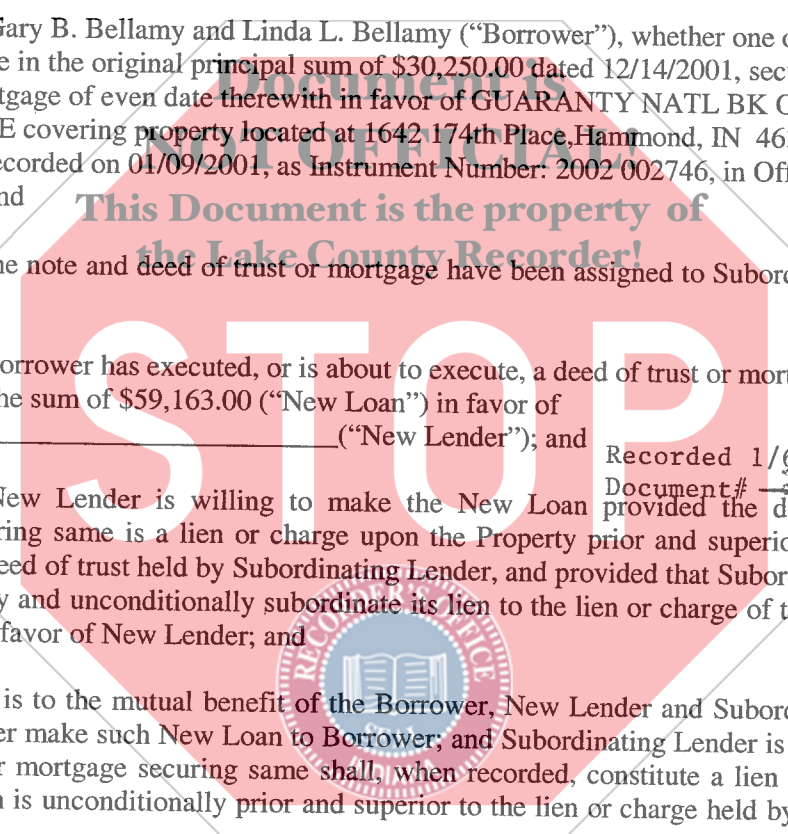
WHEREAS, it is to the mutual benefit of the Borrower, New Lender and Subordinating Lender that New Lender make such New Loan to Borrower; and Subordinating Lender is willing that the deed of trust or mortgage securing same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge held by Subordinating Lender.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in

TICOR TITLE INSURANCE  
2050-45TH AVE.  
HIGHLAND, IN 46322

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order to induce New Lender to make the New Loan, it is hereby declared, understood and agreed as follows:

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1. The deed of trust or mortgage securing the New Loan in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property, prior and superior to Subordinating Lender's lien or charge.
2. New Lender would not make its New Loan without this Agreement.
3. This Agreement shall be the whole and only agreement with regard to the subordination of the Subordinating Lender's lien or charge to the New Lender's lien or charge.

**Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for and signed by Residential Funding Corporation (a member of the MERS system).**

By: Courtney Ehinger  
Courtney Ehinger  
Assistant Vice President

**ACKNOWLEDGMENT BY SUBORDINATING LENDER**

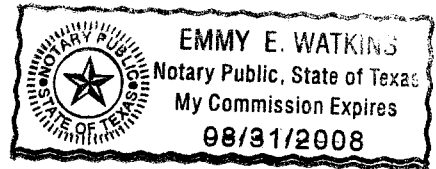
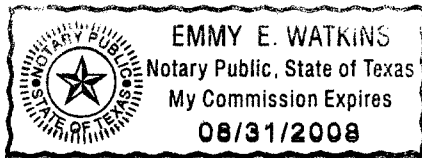
State of Texas  
County of Dallas

On this, the 13 December, 2004, before me, a Notary Public, personally appeared Scott G. Tenery, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her authorized capacity as Assistant Vice-President of Residential Funding Corporation, for the purposes and consideration therein expressed, as the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Emmy E. Watkins  
Notary Public

(Notary Seal)



No: 920048713

## LEGAL DESCRIPTION

Lot 1, (except the West 22.15 feet thereof) and the West 20.15 feet of Lot 2 in Block 3 in Briargate First Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 29 page 102, in the Office of the Recorder of Lake County, Indiana.

