

Attn: Sheila, Customer Service
Mortgage Lenders Network USA, Inc.
10 Research Parkway
Wallingford CT 06492-1957

960006703

RECORDING REQUESTED BY:

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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When Recorded Mail Document To:

MICHAEL A. STONE,
RECORDER

SUBORDINATION AGREEMENT

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.

This AGREEMENT, made this 26th day of August, 2004, by Manuel Barragan and Tammy Kay Barragan, "Owner(s)", of the land hereinafter described and hereinafter referred to as "Owner," and by and between Mortgage Lenders Network, as Beneficiary and owner and holder of the deed of trust and note first hereinafter described and herein after referred to as Beneficiary"

Document is NOT OFFICIAL!
WITNESSETH
This document is the property of the Lake County Recorder!

THAT WHEREAS, Manuel Barragan and Tammy Kay Barragan, did execute a deed of trust dated August 20, 2003 to MERS, covering

For exact legal description see Exhibit "A" attached hereto and made a part thereof.

To secure a note in the sum of \$ 13,000.00 dated August 20, 2003 in favor of MERS, and was recorded September 2, 2003 as Instrument No.2003090726, of Official Records of said county and

M.E.R.S. is acting solely as nominee for Sovereign Bank.

WHEREAS, Owner has executed, or is about to execute, a deed of trust and not to exceed the sum of \$ 103,763.00, dated , 2004, in favor of New Freedom Mortgage Corp., hereinafter referred to as "Lender" payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deeds of trust last above mentioned 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 deed of trust first above mentioned; and

WHEREAS, lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above descried property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of lender; and

Nations Title Agency, Inc

100261
2015 18-135

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

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 said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property herein described. prior and superior to the lien or charge of the deed of trust above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of lender above referred to and shall supersede and cancel, but only isofar as would affect the priority between the deed of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the deed of trust first above mentioned, which provide of the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in 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 I whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, 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; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender to above referred to.

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.

IT IS RECOMMENDED THAT, PRIOR TO EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

By: Peter Wald 

Its Assistant Secretary Sovereign Bank
Beneficiary

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Rhode Island
COUNTY OF Providence

ON September 17, 2004, 2004, before me Christine Medeiros (notary public) personally appeared Peter Wald 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.

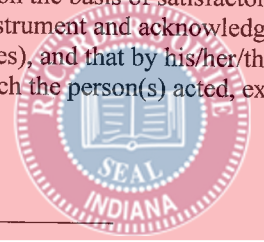
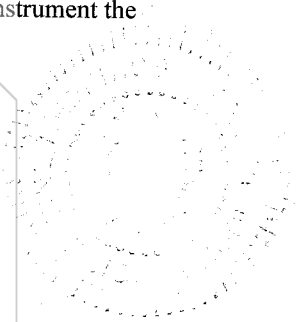
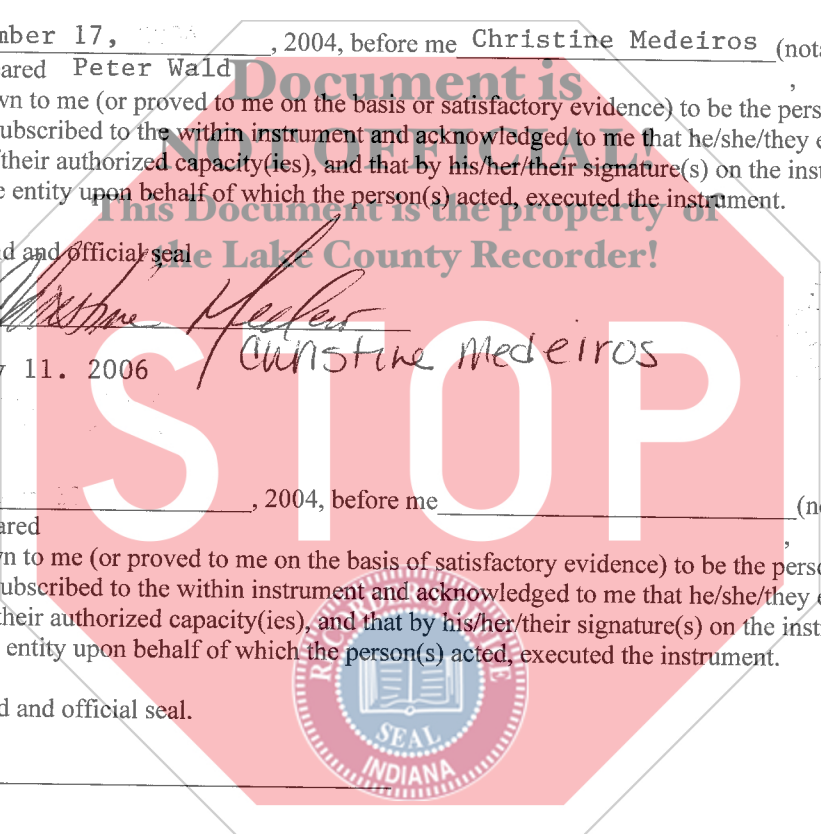
Signature Christine Medeiros
Christine Medeiros
July 11, 2006

STATE OF
COUNTY OF

ON _____, 2004, before me _____ (notary public) personally appeared _____ 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 _____



**LEGAL DESCRIPTION
(Exhibit A)**

04NL41310

Lot Ten (10), Cripe's Flower Hill Addition to Lowell, as shown in Plat Book 35, page 44, in Lake County, Indiana.

Being the same property conveyed to Manuel Barragan and Tammy Kay Barragan, Husband and Wife by deed dated 7-10-92 and recorded 8-11-92 as Instrument No. 92051505 in the Office of the Recorder of Lake County, Indiana.



ALL-PURPOSE ACKNOWLEDGMENT

State of Indiana

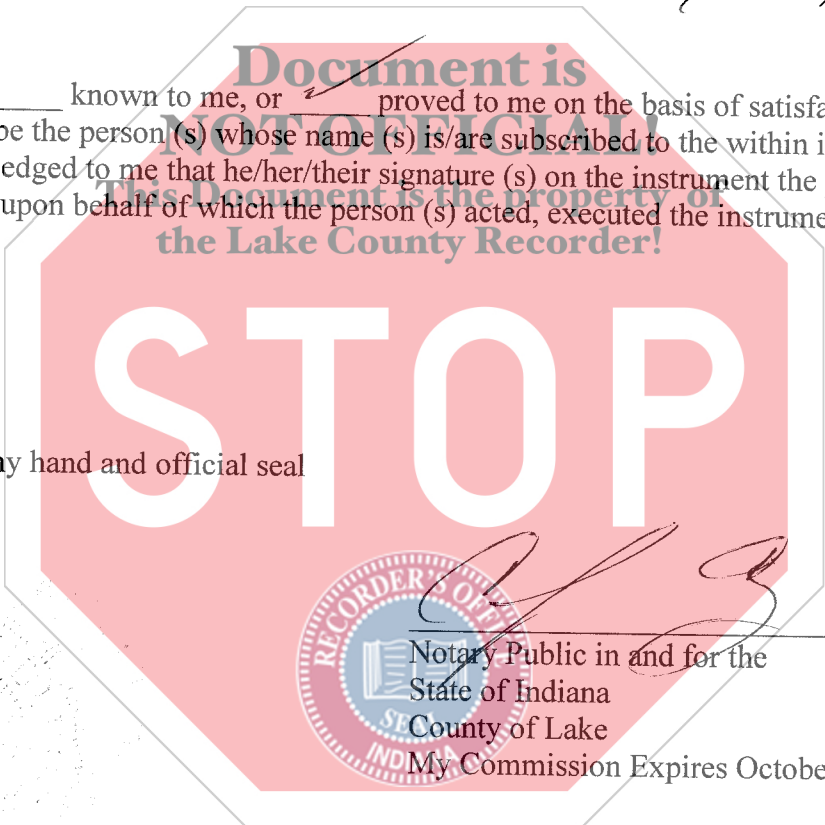
County of Lake

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On Nov. 17, 2004, before me, Carolyn Cruz, Notary Public

Personally appeared Marcel Barragan, Tammy Kay Barragan

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/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]
Notary Public in and for the
State of Indiana
County of Lake
My Commission Expires October 5, 2011

