

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 023885

2005 MAR 29 PM 2:12

MICHAEL A. BROWN  
RECORDER

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Recording Requested by: LSI  
When Recorded Mail to:  
Attn: Custom Recording Solutions  
2550 N. Red Hill Ave.  
Santa Ana, CA 92705  
800-756-3524

↗  
CRS# 492870

**Subordination Agreement**



21-  
#1275159  
3v SS

**RECORDING REQUESTED BY**  
Fidelity National Lenders Solution  
2550 North Redhill Ave.  
Santa Ana, CA 92705

**AND WHEN RECORDED MAIL TO**  
NAME Fidelity National Lenders Solution  
ADDRESS 2550 North Redhill Ave.  
CITY Santa Ana  
STATE & ZIP CA 92705

**SUBORDINATION AGREEMENT**

New Loan #: 0032166977

This Subordination Agreement is dated for reference 09/14/2004 and is between  
FIRST NATIONAL BANK OF ILLINOIS whose

principal address is 3256 Bridge Rd., Lansing, IL 60438  
(called "Junior Lender") and

New Senior Lender's Name : WELLS FARGO BANK, N.A.

Senior Lender's Address : P.O. BOX 5137 DES MOINES, IA - 50306-5137  
(called "New Senior Lender")

**RECITALS**

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument : 03/28/2002

Borrower(s) Name(s) ("Borrowers") : MICHAEL SZATKOWSKI AND MELISSA SZATKOWSKI

Property Address : 3128 HOFFMAN COURT DYER, IN 46311-0000

Legal Description of real property secured by Security Instrument ("Property"):

Recording Date 04/16/2002 County : LAKE Amount : 150,000.00

Recording Number : 2002-035663 Book : \_\_\_\_\_ Page : \_\_\_\_\_

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New

Senior Lender in the original principal sum of \$ 174162.00 Date : 8/31/03  
(the "New Senior Security Instrument"). Rec 9/8/03 Inst 2003093680

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest in the Property to the new interest of New Senior Lender .

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

**1.Subordination to New Senior Security Instrument.**

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

**2.No Subordination to Other Matters.**

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

**3.No Waiver of Notice.**

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

**4.Successors and Assigns.**

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

**5.Governing Law.**

This Agreement shall be governed by the law of the State where the Property is located.

**6.Reliance.**

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

**7.Entire Agreement; Amendments.**

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

**8.Acceptance.**

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

NEW SENIOR LENDER WELLS FARGO BANK, N.A.

JUNIOR LENDER : FIRST NATIONAL BANK OF ILLINOIS

BY : *Robert P. Mo* **SENIOR VICE PRESIDENT**  
*Robert P. Mo*  
BY : *Ivy Probac* **ASSISTANT VICE PRESIDENT**  
*Ivy Probac*



STATE OF Illinois

COUNTY OF Cook

On September 29, 2004 before

Me, Sally M. Heckwine

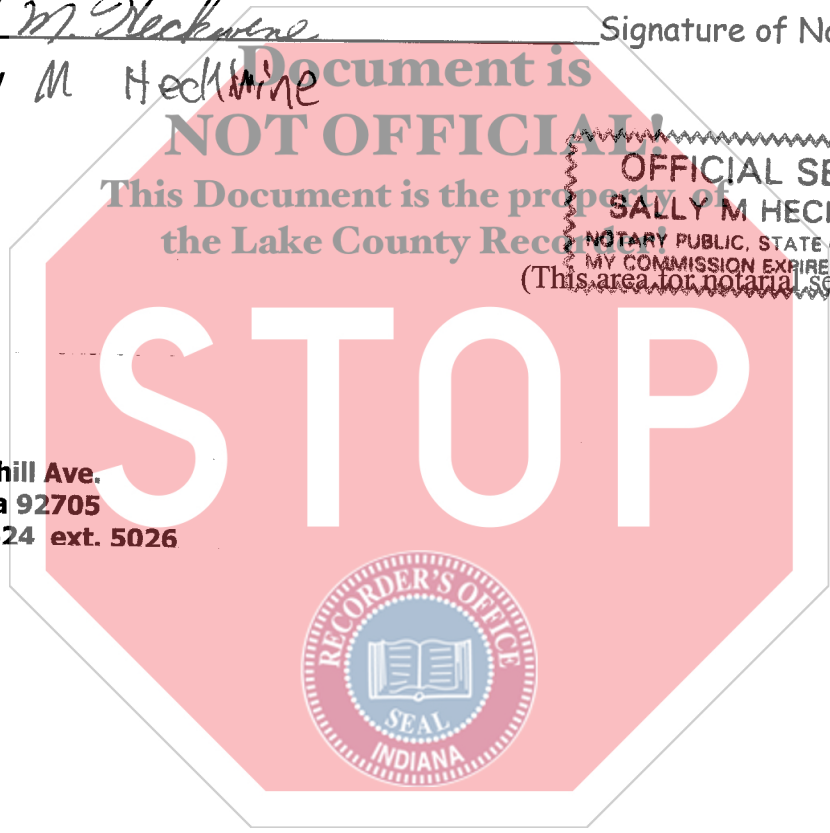
Personally Appeared Robert Pirko, Sr. V.P. and Ivy Drobac, Asst. V.P.

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.

Sally M Heckwine  
Sally M Heckwine

Signature of Notary Public



Prepared by:  
Santee Kim  
LSI  
2550 N. Red hill Ave.  
Santa Ana, Ca 92705  
(800) 756-3524 ext. 5026

**Exhibit "A"**

**Legal Description**

ALL THE INTEREST IN THE FOLLOWING DESCRIBED REAL ESTATE  
SITUATED IN THE COUNTY OF LAKE, IN THE STATE OF ILLINOIS, TO WIT;

LOT 23 IN MALLARD COVE ESTATES, UNIT 1, AN ADDITION TO THE TOWN  
FO DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 88, PAGE 27, IN  
THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

APN:12-14-0287-0023

