

Return to Residential Title Serv. Inc.
233 E. 84th Dr. STE 205
Merr. in. 46410

**AGREEMENT FOR
SUBORDINATION OF MORTGAGE**

2005 052405

This Agreement is made on the 3rd day of May, 2005, by and among the City of Hammond acting by and through the Hammond Redevelopment Commission (the "Existing Mortgagee") and **Trustcorp Mortgage** (the "New Mortgagee") with an located office at **7880 Broadway, Merrillville, IN 46410** and **Dorothy Sutherland**, severally (the "Owner"), whose address is **7829 Catalpa Avenue Hammond, Indiana 46324**.

RECITALS

WHEREAS, Owner is the owner of a certain parcel of land (the property) situated in the County of Lake, State of Indiana, fully described as follows:

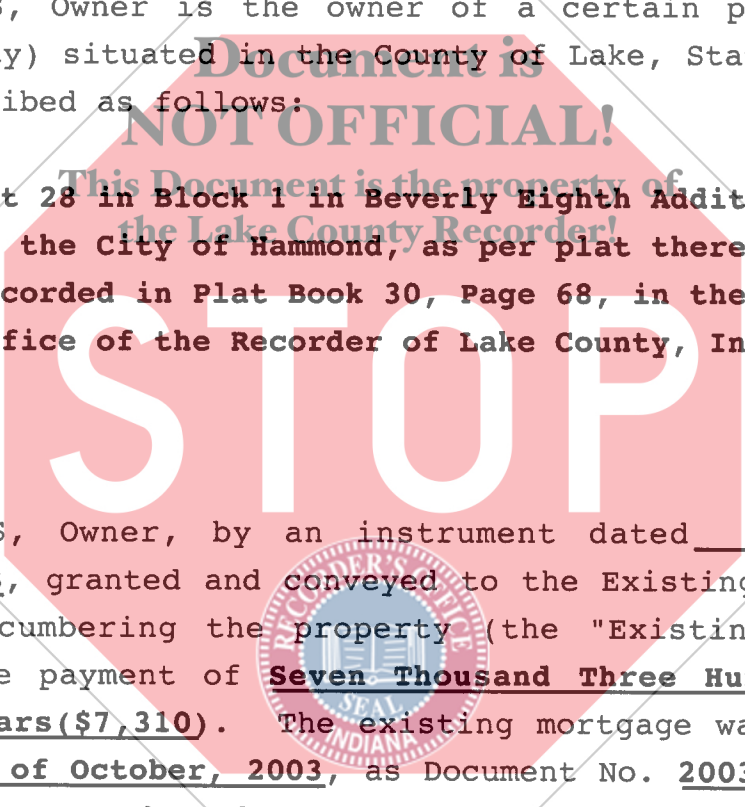
Lot 28 in Block 1 in Beverly Eighth Addition, in the City of Hammond, as per plat thereof, recorded in Plat Book 30, Page 68, in the Office of the Recorder of Lake County, Indiana.

And

WHEREAS, Owner, by an instrument dated 14th Day of October 2003, granted and conveyed to the Existing Mortgagee, a mortgage encumbering the property (the "Existing Mortgage"), securing the payment of **Seven Thousand Three Hundred Ten and 00/100 Dollars (\$7,310)**. The existing mortgage was recorded on the 30th day of October, 2003, as Document No. 2003116414 in the Office of the Recorder of Lake County, Indiana; and

WHEREAS, Owner, by an instrument dated the JUNE 13 2005, granted and conveyed to

22.00
Check #5767
CP



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

the New Mortgagee, a mortgage encumbering the property (the "New Mortgage") securing the payment of Forty-three Thousand and 00/100 Dollars (\$43,000) with interest, New Mortgage was recorded as Document No. 2005-052404 in the office of the Recorder of Lake County, Indiana; and

WHEREAS, the parties desire that the lien of the Existing Mortgage shall be postponed in lien and operation to the full amount of the lien and operation of the new mortgage.

NOW, THEREFORE, in consideration of the sum of the balance due on the existing mortgage and other good and valuable considerations, the receipt of which is acknowledged by the Existing Mortgagee, the parties, intending to be legally bound, agree as follows:

1. In the event of any judicial sale of the property, the Existing Mortgage is subordinated and postponed in lien position, payment and/or distribution to the priority lien of the New Mortgage.

2. The subordination of the Existing Mortgage to the lien of the New Mortgage shall have the same force and effect as though the New Mortgage had been executed, delivered and recorded in the recording office prior to the execution, delivery and recording of the existing mortgage.

3. If any proceedings are brought by the Existing Mortgagee or its successors or assigns against the property, including foreclosure proceedings on the Existing Mortgage or to execute upon any judgment on the Note that it secures, the judicial sale in connection with such proceedings shall not discharge the lien of the New Mortgage.

4. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

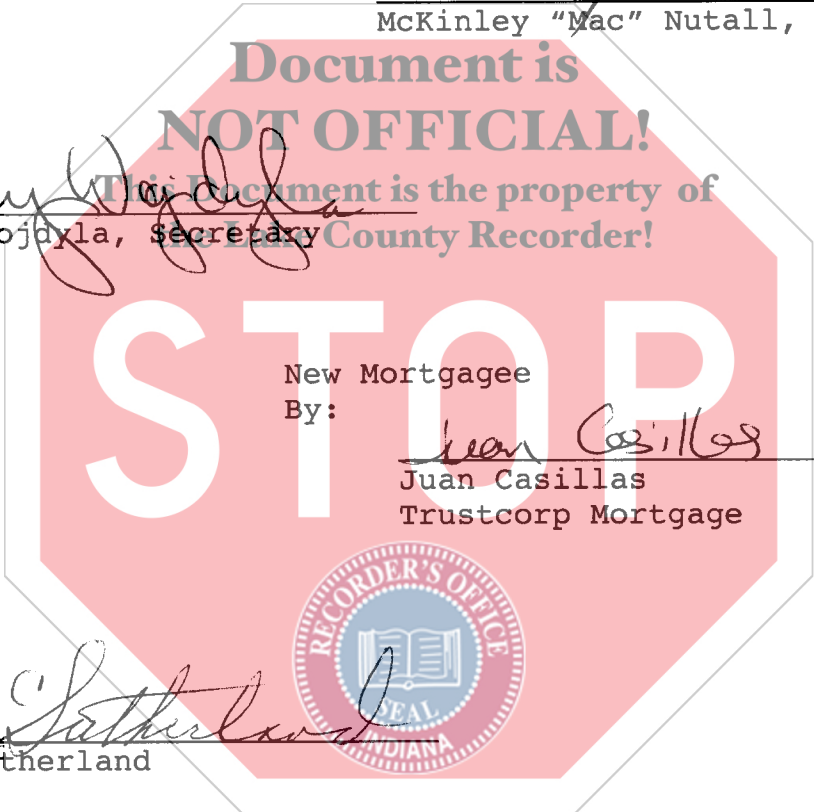
Executed on this 3rd day of May 2005 at Hammond, Indiana.

CITY OF HAMMOND by and through its
Hammond Redevelopment Commission

By: McKinley Nutall
McKinley "Mac" Nutall, President

ATTEST:

Rosemary Wojdyla
Rosemary Wojdyla, Secretary



Attest:

Dorothy Sutherland
Dorothy Sutherland

STATE OF Indiana)
) SS:
COUNTY OF Lake)

Before me, a Notary Public, in and for said County and State, personally appeared Juan Casillas personally known by me to be the Mortgage Consultant of Trustcorp Mortgage, who severally acknowledged that as such Dorothy Sutherland executed the above and foregoing document as their free and voluntary act and as the free and voluntary act and deed of the City of Hammond, Indiana by and through its Hammond Redevelopment Commission, for the uses and purposes set forth therein, on this 13th day of June, 2005.

WITNESS my hand and notarial seal.


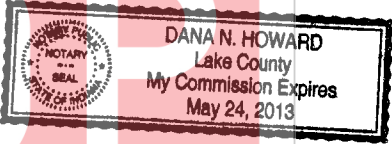
Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Dana N Howard

Notary Public

My Commission Expires: 5-24-13

County of Residence: Lake



STOP

