2006 009612

STATE OF INDIANA
LAKE COUNTY FILED FOR RECORD

2006 FEB - 7 AM 9: 36

MICHAEL A. BROWN RECORDER

# SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

DOCUMENT CONTROL DEPT. P.O. BOX 10266 YS CALIFORNIA 9/1410-0266

1022040

AMERICAN HOMELAND TITLE AGS., INC 3100 CENTRE POINTE DR., SUITE 250

WEST CHESTER, OH 45069

PH (513) 863-9100

is the property of

the Lake County Recorder!

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 Thirtieth day of December, 2005, by COUNTRYWIDE HOME LOANS, INC. ("Subordinated Lienholder"), with a place of business at 4500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, Pinidiya C. Perera executed and

20 CK 1547

delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$35000.00 dated 07/14/2005, and recorded in Book Volume, Page\_, as Instrument No. 2005-061063, 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 1968 E 87TH AVE, MERRILLVILLE, IN 46410 and further described on Exhibit "A," attached.

WHEREAS, Pinidiya C. Perera ("Borrower") executed and delivered to COUNTRYWIDE HOME LOANS, INC., ("Lender"), a deed of trust/mortgage in the principal amount not to exceed \$104000.00, 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:

- (I) 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.

TITLE: TOO Manage

### ALL PURPOSE ACKNOWLEDGMENT STATE OF OHIO OTHER O \_\_\_,2006 before me, KARLA Grendart On JANUARY 27 (notary) personally (name), BRANCH MANAGER, personally known to appeared KARLA STELLANT 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), an 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. RIAL ARIAZ DOMENIUM r. Notary Public In and for the My Commissic January 30, 20 WITNESS my hand and official seal. DOMENICA F. YONAS In and for the State of Ohio Signature My Commission Expires This Document is the property the Lake County Records January 30, 2007 ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document. THIS CERTIFICATE <u>MUST</u>BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT Title of Document Type SUBCETTURE Number of Pages Date of Document Number of Pages \_\_\_\_ Date of Doc Signer(s) Other Than Named Above

#### **EXHIBIT "A"**

#### LEGAL DESCRIPTION

Case Number: USB-05-00626

Situate in Lake County, in the State of Indiana, to wit: Lot 28 in Cumberland Ridge, Phase Two, a planned unit development, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 77, Page 25, in the Office of the Recorder of Lake County, Indiana.

#### Subject to:

- 1. All easements, covenants, assessments and restrictions now of record.
- 2. All real estate taxes for the year and payable and all subsequent real estate taxes which become due and payable.
- 3. There is no gross income tax due as a result of this sale as Accent Homes, Inc. is a Subchapter S Corporation.

Commonly known as: 1968 East 87th Avenue, Merrillville, IN 46410 Parcel Number: 08-15-0647-0010



Prescribed by the State Board of Accounts (2005)

County Form 170

## Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

- i, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:
  - 1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
  - 2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

