Subordination Agreement

2006 015982

KNOW ALL MEN BY THESE PRESENTS

BROWN , as present legal holder and owner of that certain MERCANTILE NATIONAL BANK Mortgage dated <u>7-23-2004</u>, executed by <u>Leon C. Ruiz and Linda M. Ruiz</u>, as Mortgagors, to <u>MERCANTILE NATIONAL BANK</u>, as Mortgagee, recorded as Document No. 2004065837 in the records of Lake County, Indiana, and concerning the real property in Lake County, described as follows:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF LAKE, STATE OF INDIANA, BEING KNOWN AND DESIGNATED AS BEING PART OF LOT 9 IN BRANDONWOOD LAKES TOWNHOMES, IN THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 64, PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN CITY OF CEDAR LAKE, LAKE COUNTY, STATE OF INDIANA, AS MORE FULLY DESCRIBED IN DEED DOC #95075973, ID #05-06-0007-0043, BEING KNOWN AND DESIGNATED AS:

Part of the south half of the northeast quarter of section 9, township 34 north, range 9 west of the second principal meridian, commencing at the northeast corner of said tract and running south along the east line thereof a distance of one hundred feet; thence due west to the easterly right of way line of the old Chicago, Indianapolis and Louisville railroad company; thence northwesterly along said railroad easterly right of way line to the north line of said tract; thence east along the north line of said tract 553.15 to the point of beginning. Situated in lake county, Indiana. By fee simple deed from Mary Ann Lipka, widowed as set forth in Doc #95075973 dated 11/01/1995 and recorded 12/13/1995, lake county records, state of Indiana.

For and in consideration of the sum of Ten Dollars and other Valuable Consideration, to him in hand paid, the receipt of which is hereby acknowledged, has, and by these presents does waive the priority of the lien of the said mortgage insofar as the following described mortgage is concerned, but not otherwise:

That certain Mortgage dated 2203 2006 by Leon C. Ruiz and Linda M. Ruiz, Mortgagor to GMAC Mortgage Corp. as Mortgagee, securing payment of a note in the amount of \$123,300.00, dated 03 03 2006, with interest from the date hereof on unpaid principal at the rate of 7/125% per annum; principal and interest payable in installments of \$ 9(65.22, on the 157 day of every month beginning 24 of 2006, and continuing until 23 of 2006, on which date the entire balance of principal and interest remaining unpaid shall be due and payable.

The undersigned Geraldine Kottka hereby consenting that the lien of the Mortgage first above described be taken as second and inferior to mortgage last above described.

WITNESS his hand and seal this 24th day of January, 2006. ATTEST: Loan Processor A.V.P. (Title) (Title) STATE OF INDIANA) COUNTY OF LAKE)

Before me a Notary Public in and for said County and State, personally appeared Melissa N. Villegas and Geraldine Kottka

respectively, and acknowledged the execution of the foregoing SUBORDINATE AGREEMENT OF MORTGAGE.

IN WITTNESS WHEREOF, I have hereunto set my hand and notarial seal this 24th day of January, 2006

MARGABET A. WAECHTER. sake County Commission Expires April 27, 2008

Margaret U. Waeckter MARGARET A. WAECHTER

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.
 - 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 forgoing declarations are true.

