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Recording requested by:
Lenders First Choice
Order No. 7175424

STATE OF INDIANA
LAND RECORDS
FILED
2007-01-26 10:19
MICHAEL A. BROWN
RECORDER

2007 020139

AND WHEN RECORDED MAIL TO:

Indymac Bank, FSB
3465 E. Foothill Blvd.
Pasadena, CA 91107

PLEASE RETURN TO REC. DEPT.
Lenders First Choice
3465 E. Foothill Avenue
Pasadena, CA 91107

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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 26 day of January, 2007 by CLIFFORD L HOWE AND SUSAN L HOWE owner of the land hereinafter described and hereinafter referred to as "Owners" HEIGHTS FINANCE CORPORATION present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiaries",

WITNESSETH

THAT WHEREAS, CLIFFORD L HOWE AND SUSAN L HOWE did execute a deed of trust, dated 10/25/2000 to HEIGHTS FINANCE CORPORATION, as mortgage, covering:

14305 GRAND BLVD
CROWN POINT, IN, 46307

Legal description attached hereto and made a part here of as exhibit "A"

to secure a note in the sum of \$38,105.55 DATED 10/25/200 IN FAVOR HEIGHTS FINANCE CORPORATION which deed of trust was recorded 11/02/2000 DOCUMENT NUMBER 2000-080065

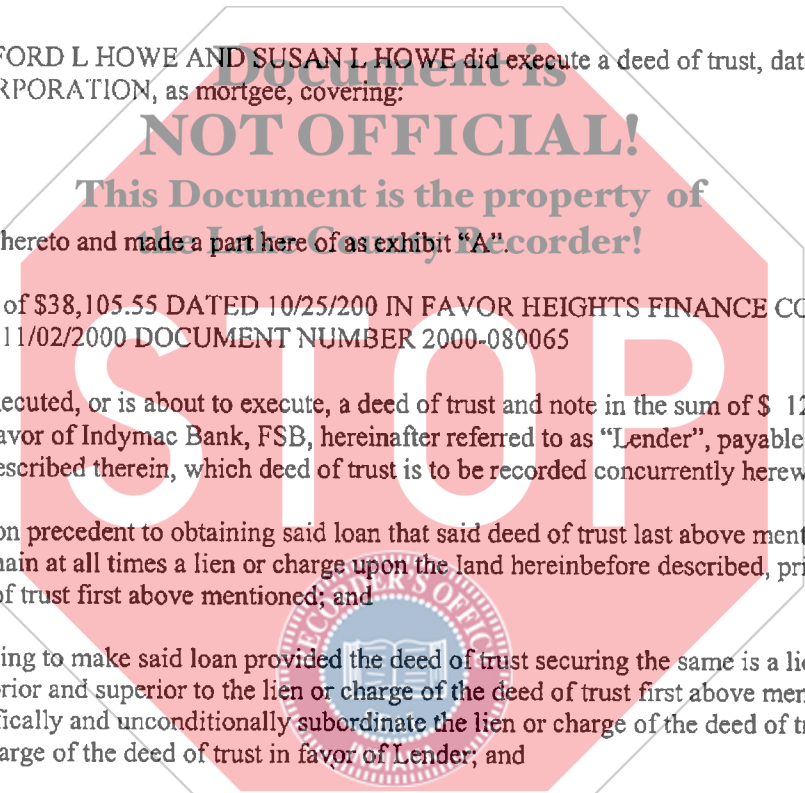
WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 120,000.00 dated 01/26/2007 in favor of Indymac Bank, FSB, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed 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 or charge 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 described 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

WHEREAS, it is 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:



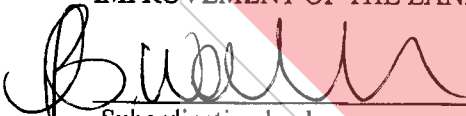
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- (1) That said deed of trust securing said note in favor of Lender shall unconditionally be and remain at all time a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
- (2) That Lender would not make its loan above described without the 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 insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deed of trusts or to another mortgage or mortgages.

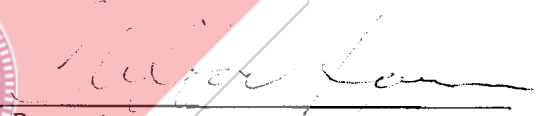
Beneficiary declares, agrees and acknowledges that

- (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 in 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 Attachment 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 subordination to the lien or charge of the deed of trust in favor of Lender 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


Subordinating lender




Borrower


Brian Walker B. Mgr.


Co-borrower

ACKNOWLEDGEMENT

STATE OF INDIANA

COUNTY OF Lake

Before me, a Notary Public in and for said County and State, personally appeared Clifford L. Howe, Susan L. Howe who acknowledged the execution of the foregoing _____, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 26 day of January, 2009.

Signature Angela Manfre

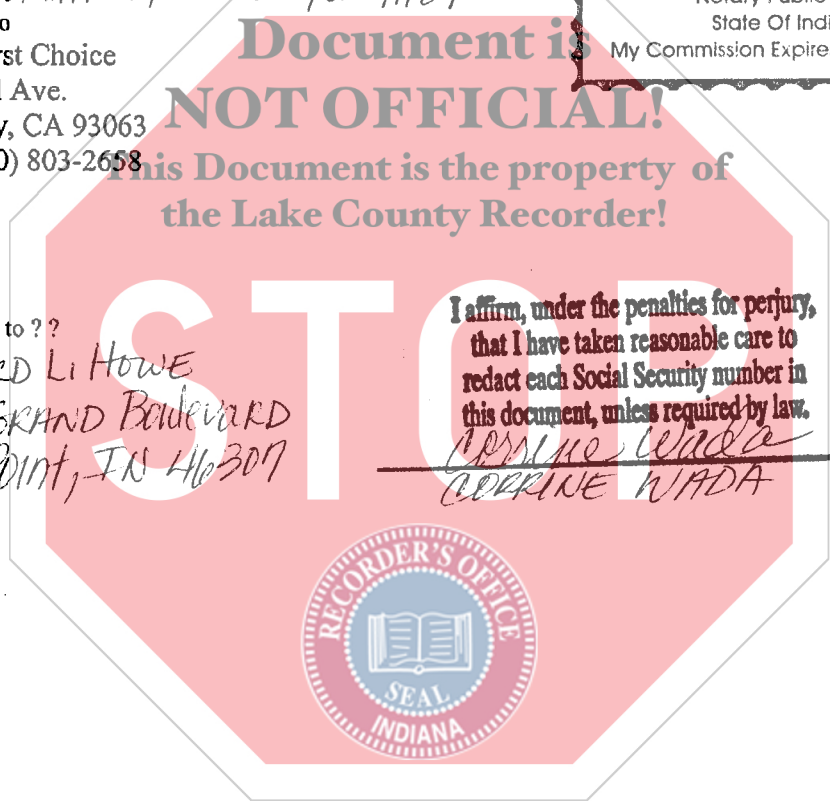
Printed ANGELA MANFRE

Resident of Lake County, Indiana.

My commission expires: 09/27/2012

This instrument prepared by Katherine Corpus
3465 E Foothill Blvd, Pasadena, CA 91107
Return deed to
Lenders First Choice
3850 Royal Ave.
Simi Valley, CA 93063
Phone: (800) 803-2658

ANGELA MANFRE
Notary Public - Seai
State Of Indiana
My Commission Expires Sep 27, 2012



Send tax bills to ??
CLIFFORD LI HOWE
14305 GRAND BOULEVARD
CROWN POINT, IN 46307

I affirm, under the penalties for perjury,
that I have taken reasonable care to
redact each Social Security number in
this document, unless required by law.
Corrine Wada
CORRINE WADA

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of: INDIANA }
County of: Lake } SS.

On this the 26 day of January, 2007, before
me, Angela Manfre', the undersigned Notary
Name of Notary Public

Public, personally appeared Brian Lynn Walker,
Susan L. Houle,
Clifford L. Houle Name(s) of Signer(s)
 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 for the purposes therein stated.



WITNESS my hand and official seal.

Angela Manfre
Signature of Notary Public

Angela Manfre'
Other Required Information (Printed Name of Notary, Residence, etc)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Names Above: _____

Right Thumbprint of Signer
Top of thumb here

ACKNOWLEDGEMENT

STATE OF INDIANA

COUNTY OF Lake

Before me, a Notary Public in and for said County and State, personally appeared Clifford L. Howe, Susan Howe who acknowledged the execution of the foregoing _____, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 26 day of January, 2008.

Signature Angela Manfre

Printed ANGELA MANFRE

Resident of Lake County, Indiana.

My commission expires: 09/27/2012

This instrument prepared by Kathyrine Corpus
3465 E. Foothill Blvd, Pasadena, CA 91107

Return deed to
Lenders First Choice
3850 Royal Ave.
Simi Valley, CA 93063
Phone: (800) 803-2658

ANGELA MANFRE
Notary Public - Seal
State Of Indiana
My Commission Expires Sep 27, 2012



Send tax bills to ??
CLIFFORD L. HOWE
14305 GRAND Boulevard
CROWN POINT, IN 46307

I affirm, under the penalties for perjury,
that I have taken reasonable care to
redact each Social Security number in
this document, unless required by law.
Corrine Wada
CORRINE WADA