STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2007 031957

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MICHAEL A. EPOWN RECORDER

Recording requested by: LSI When recorded return to: **Custom Recording Solutions** 2550 N. Redhill Ave.

Santa Ana, CA. 92705

800-756-3524 ext. 5011 323

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 is made this 12th day of March 2007, by and between Wells Fargo Bank, N.A. a national bank with its headquarters located at 3476 STATE VIEW BLVD FORT MILL, SC 29715-7200 (herein called "Lien Holder"), and Wells Fargo Bank, N.A., with its main office located in the State of Iowa (herein called the "Lender").

RECITALS CIAL!

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated 11/16/2005 executed by Terry K. Ledbetter (the "Debtor") which was recorded in the county of LAKE, State of INDIANA, as 2005 109360, on 12/14/2005 (the "Subordinated Instrument") covering real property located in HAMMOND in the above-named county of LAKE, State of INDIANA, as more particularly described in the Subordinated Instrument (the "Property").

PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement not to exceed the amount of \$55689.

*PLEASE RECORD CONCURRENTLY W MORTGAGE

Lien Holder has agreed to execute and deliver this Subordination Agreement.

This instrument has been recorded as Metropolitan little an accommodation only.

No examination has been made of the document or the property affected thereby:

Cle#1605377

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ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

- 1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
- 2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
- 3. This Agreement is made under the laws of the State of INDIANA. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

Lake County Recorder!

WELLS FARGO BANK N.A.

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

By: Latoya/Davidson

Title: Vice President of Loan Documentation

STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

On this 12th day of March, 2007, Before me Frandolyn Kennedy, personally appeared Latoya Davidson, Vice President Loan Documentation as OFFICER of WELLS FARGO BANK, N.A.

> Epersonally known to me 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, and that such individual made such appearance before the undersigned in the City of Fort Mill, County of

York, State of South Carolina

WITNESS my hand and official seal, ocument is the property of

the Lake County Recorder!

My commission expires: October 8, 2013.

OFFICIAL SEAL **Notary Public** State of South Carolina FRANDOLYN KENNEDY commission Expires Oct. 8, 2013 Prepared by: **Melissa Williams Wells Fargo** 3476 State View Blvd Fort Mill, SC. 29715 803-396-6569

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 RICARDO MAKQUEZ

APN: 26-35-136-16

Order ID: 3237136 Loan No.: 0074139866

EXHIBIT A LEGAL DESCRIPTION

The land referred to in this policy is situated in the State of IN, County of LAKE, City of HAMMOND and described as follows:

The North 18 feet of Lot 15 and the South 23 feet of Lot 16, Block 1, F.C. McLaughlin's Addition to Hammond, as shown in Plat Book 18, P. 27, in Lake County, Indiana.

APN 26-35-136-16 WITH THE APPURTENANCES THERETO.

APN: 26-35-136-16

