2008 019565

#### WHEN RECORDED MAIL TO:

**GMAC Mortgage**, LLC

1100 Virginia Dr. Fort Washington, PA 19034 Prepared by: Pat Kennard

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### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made February 12, 2008, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as Mortgage Electronic Registration Systems Inc..

#### WITNESSETH:

THAT WHEREAS Julianne M. Slater, residing at 1208 Rockview Road Dyer, IN 46311, did execute a Mortgage dated 03/12/07 to Mortgage Electronic Registration Systems Inc. covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 65,000.00 dated 03/12/07 in favor of Mortgage Electronic Registration Systems Inc., which Mortgage was recorded 03/19/07 as 2007 22875

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 259,000.00 (Not to Exceed) dated 02/19/08 in favor of GMAC Mortgage, LLC, here in after referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that Lender's mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of Mortgage Electronic Registration Systems Inc. mortgage 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 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 mortgage securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of Mortgage Electronic Registration Systems, Inc. mortgage first above mentioned, including any and all advances made or to be made under the note secured by Mortgage Electronic Registration Systems, Inc. mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of Mortgage Electronic Registration Systems, Inc.mortgage and lien except for the subordination as

WITNESSED BY:

Mortgage Electronic Registration Systems, Inc. Narnessa Birckett Millian MC REG/S Title: Assistant Secretary rnice Mainor ment is itlese Vice President of the Lake County Recorder! COMMONWEALTH OF PENNSYLVANIA :SS **COUNTY OF MONTGOMERY** , before me Michele Coley-Turner, the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett personally known to me (or proved to me on the basis of satisfactory evidence) to be the Assistant Secretary, and Sean Flanagan personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of the Corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, pursuant to its bylaws, or a resolution of its Board of Directors. WITNESS my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Michele Coley-Turner, Notary Public Horsham Twp., Montgomery County My Commission Expires July 12, 2009

Member, Pennsylvania Association of Notaries

## CHICAGO TITLE INSURANCE COMPANY

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1408 010004208 HE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 144 IN HEARTHSTONE SUBDIVISION-PHASE 2, AN ADDITION TO THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 99 PAGE 58 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



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