

# SUBORDINATION AGREEMENT (MORTGAGE)

This Subordination Agreement ("Agreement") is entered into by National City Bank, for itself and/or its successors and assigns ("Subordinating Mortgagee"), and LAKE MORTGAGE COMPANY INC ("New Lender").

#### **RECITALS**

WHEREAS, MARY BETH NICKOLAOU ("Borrower") executed a certain mortgage dated 8/25/2005, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 8/31/2005, as Instrument No. 2005074117, in the Lake County Recorder's Office, State of Indiana ("Existing Mortgage"), with respect to the property ("Property"), described in Exhibit A (attached hereto and incorporated herein), the address and permanent parcel number for which are:

#### 14155 93RD PLACE, SAINT JOHN, IN 46373

WHEREAS, the New Lender desires to make a loan in the amount of \$240,000.00 the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 3-20-09 as Document No. 2009-021236

WHEREAS, in order to make the New Loan, New Lender has requested subordination of the lien of the Existing Mortgage to the lien of the New Mortgage, and Subordinating Mortgage is hereby willing to subordinate the lien of the Existing Mortgage to the lien of the New Loan, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of these premises, Subordinating Mortgagee and New Lender agree as follows:

- the Lake County Recorder!

  1. The lien of the Existing Mortgage is hereby subordinated and postponed in priority to the lien of the New Mortgage, in the same manner and with like effect as though the New Mortgage had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Mortgage. Notwithstanding the foregoing, the subordination, as described herein, does not extend to (i) any future advance clause contained in the New Mortgage; (ii) any future advance of funds to Borrower by New Lender except for advances under the New Mortgage for foreclosure costs and advances for taxes and insurance premiums; or (iii) any debt or obligation of Borrower to New Lender other than the New Loan.
- 2. The subordination, as described herein, is expressly subject to the valid creation, grant, attachment and perfection of the lien of the New Mortgage, and nothing contained herein shall be construed to alter or release indebtedness due and owing to the Subordinating Mortgagee under any obligations secured by the Existing Mortgage, and Subordinating Mortgagee specifically reserves and retains all right, title and interest that it holds pursuant to the Existing Mortgage, including, without limitation, any right to declare a default, accelerate, and exercise any remedies (including the right to foreclosure); and
- 3. The terms of the New Loan shall not be modified without the prior written consent of Subordinating Mortgagee. Any modification of the New Loan without the prior written consent of Subordinating Mortgagee shall render this Agreement null and void and of no further force and effect.

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Signed and Acknowledged in the Presence of: NATIONAL CITY BANK Cindy Peskura, witness Name: Catherine Thompson Title: Assistant Vice President Carol M. Matejka, witness STATE OF OHIO } SS County of Cuyahoga Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of February, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Bank and acknowledged the execution of the foregoing Agreement. Dena Di Palma Notary Public: Dena DiPalma Notary Public, State of Ohio My Commission Expires: May 24, 2012 My Commission Exp 5-24-12 County Of Residence: Cuyahoga This instrument prepared by Cynthia Peskura, National City Bank Please return to: This Drending Services he prope the ATTN: Cynthia Peskura 6750 Miller Road, Loc 01-7116 Brecksville OH 44141

## AFFIRMATION

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.



### Legal Description

Lot 79 in Bramblewood, Unit 1, an Addition to the Town of St. John, as per plat thereof, recorded in Plat Book 92 page 26, in the Office of the Recorder of Lake County, Indiana.

