

RETURN TO:

TRANSCONTINENTAL TITLE CO.
RECORDING DIVISION
2605 ENTERPRISE ROAD STE#200
CLEARWATER, FL. 33759-9973

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(2) (2)
WE-550335-3
**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 WELLS FARGO BANK NA ("New Lender").

RECITALS

WHEREAS, HAROLD H HAVLIN AND ANDREA HAVLIN, HUSBAND AND WIFE ("Borrower") executed a certain mortgage dated 5/3/2005, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 5/23/2005, as Instrument No. 2005 042818, 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:

PARCEL #: 45-16-19-326-004.000-041
**13010 CEDAR LAKE ROAD, CROWN POINT, IN 46307
03-07-0015-0127**

WHEREAS, the New Lender desires to make a loan in the amount of \$164,150.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated March 26, 2009, RECORDED CONCURRENTLY HERewith.

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 Mortgagee is hereby willing to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage, to the extent 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:

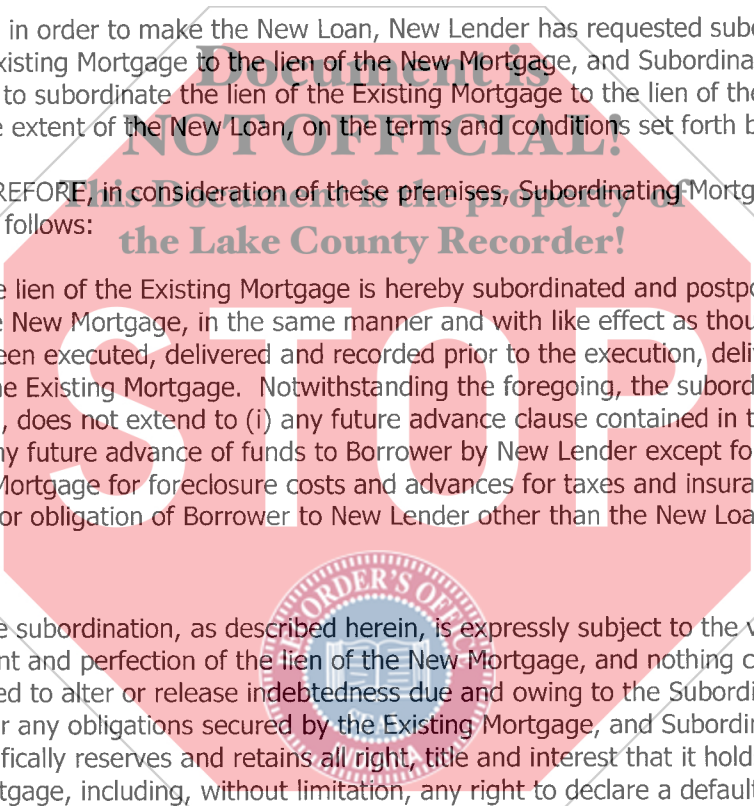
1. The lien of the Existing Mortgage is hereby subordinated and postponed in priority to the lien of the New Mortgage, in the same manner and with like effect as though the New Mortgage had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Mortgage. 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.

2009 APR 02 1633

STATE OF INDIANA
LAKE COUNTY
RECORDER'S OFFICE
2009 APR - 02 AM 8:00
RECORDED



17-
LP
ck 1261087
2.00
OV

NATIONAL CITY BANK

By: [Signature]
Name: Catherine Thompson
Title: Assistant Vice President

Signed and Acknowledged in the Presence of:

[Signature]
Jessica Musik, witness

[Signature]
Lou Ann Allie, witness

STATE OF OHIO

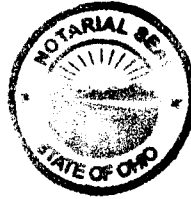
} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 19th day of March, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Bank and acknowledged the execution of the foregoing Agreement.

[Signature]

Notary Public: Dena DiPalma
My Commission Expires: May 24, 2012
County Of Residence: Cuyahoga



Dena DiPalma
Notary Public, State of Ohio
My Commission Exp 5-24-12

This instrument prepared by J Musik, National City Bank

~~Please return to:~~



EXHIBIT "A"

10-01159536

THE FOLLOWING DESCRIBED REAL ESTATE SITUATE IN LAKE COUNTY,
INDIANA, DESCRIBED AS FOLLOWS, TO WIT:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 9.40 CHAINS SOUTH OF THE NORTHWEST CORNER THEREOF, SAID POINT BEING 706.25 FEET, MORE OR LESS, NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE EAST 1138.10 FEET TO A POINT IN THE CENTER LINE OF THE CROWN POINT-CEDAR LAKE HIGHWAY, WHICH POINT IS 9.40 CHAINS SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 19; THENCE SOUTH 14 DEGREES 34 MINUTES WEST ALONG THE CENTER LINE OF THE CROWN POINT-CEDAR LAKE HIGHWAY, 166.31 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE REAL ESTATE CONVEYED TO PETER D'ANDREA AND DORIS C. D'ANDREA, HUSBAND AND WIFE, TO VIRGIL E. MATHIAS AND AUDREY M. MATHIAS, HUSBAND AND WIFE, ON MARCH 19, 1968 AND DESCRIBED IN DEED RECORD 1377, PAGE 218, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE WEST ALONG THE NORTH LINE OF THE REAL ESTATE DESCRIBED IN SAID DEED RECORD 1377, PAGE 218 AND ITS EXTENSION TO THE WEST FOR A TOTAL DISTANCE OF 1096.40 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 160.63 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

BEING THE SAME PROPERTY CONVEYED TO HAROLD H. HAVLIN AND ANDREA HAVLIN, HUSBAND AND WIFE BY DEED FROM RICHARD G. FAFARA AND MARY L. FAFARA, HUSBAND AND WIFE RECORDED 12/19/2000 IN DOCUMENT NO. 2000-091941, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

