

3

6/2/09

**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 NATIONAL CITY ("New Lender").

**RECITALS**

WHEREAS, JEFFERY ARSENEAU AND PETRA M ARSENEAU, Husband and Wife ("Borrower") executed a certain mortgage dated 10/7/2004, in favor of National City Bank or predecessor-in-interest identified above, which mortgage was duly recorded on 10/20/2004, as Instrument No. 2004089621, 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:

**875 QUINLAN CT, CROWN POINT, IN 46307  
23-09-0581-0011**

WHEREAS, the New Lender desires to make a loan in the amount of \$176,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 3-30-09, recorded as Doc. No. 2009-022088

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

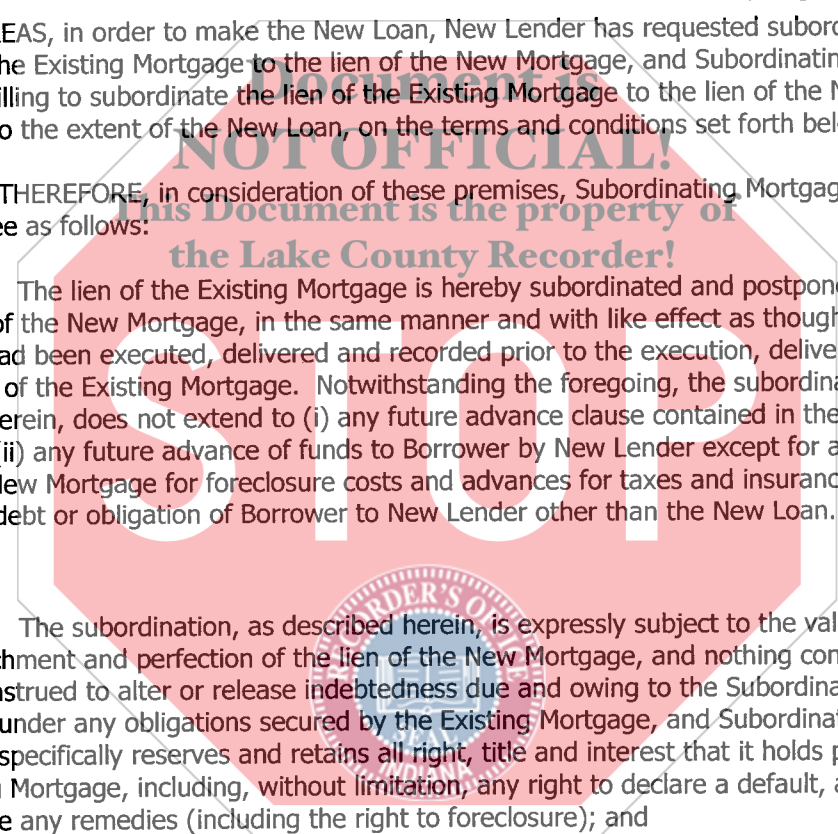
NOW THEREFORE, in consideration of these premises, Subordinating Mortgagee and New Lender agree as follows:

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.

**TICOR CP # 926090746**

2009 022089

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD



2009 APR - AM 9:11  
LAKE COUNTY RECORDER

194  
PB

NATIONAL CITY BANK

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

Signed and Acknowledged in the Presence of:

[Signature]  
Cindy Peskura, witness

[Signature]  
Sharon Wujcik, witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 12th 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 DiPalma

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 Cindy Peskura, National City Bank

Please return to:

**Document is NOT OFFICIAL!**  
This Document is the property of the Cuyahoga County Recorder!  
NATIONAL CITY BANK  
Lending Services  
ATTN: Cindy Peskura  
6750 Miller Road, Loc 01-7116  
Brecksville OH 44141

"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." Philip Ignarski

"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." Philip Ignarski

**STOP**



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.

