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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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St. Paul, MN 55117

MICHAEL A. BROWN
RECORDER

75509086-2

SUBORDINATION AGREEMENT

(Document Title)



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1-15-2009

**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 Mortgage, a division of National City Bank ("New Lender").

RECITALS

WHEREAS, JEFFREY S MAYER AND ANNA R MAYER, Husband and Wife ("Borrower") executed a certain mortgage dated 8/9/2007, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 10/2/2007, as Instrument No. 2007 078772, 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:

**4500 BELSHAW RD, LOWELL, IN 46356
02-03-0060-0017**

WHEREAS, the New Lender desires to make a loan in the amount of \$111,400.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated 1-15-09.

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.

NATIONAL CITY BANK

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

Signed and Acknowledged in the Presence of:

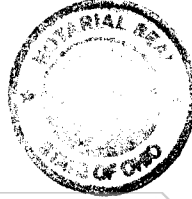
[Signature]
Susan Cepelnik, witness

[Signature]
Jessica Musik, witness

STATE OF OHIO }
County of Cuyahoga } SS

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of January, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Bank and acknowledged the execution of the foregoing Agreement.

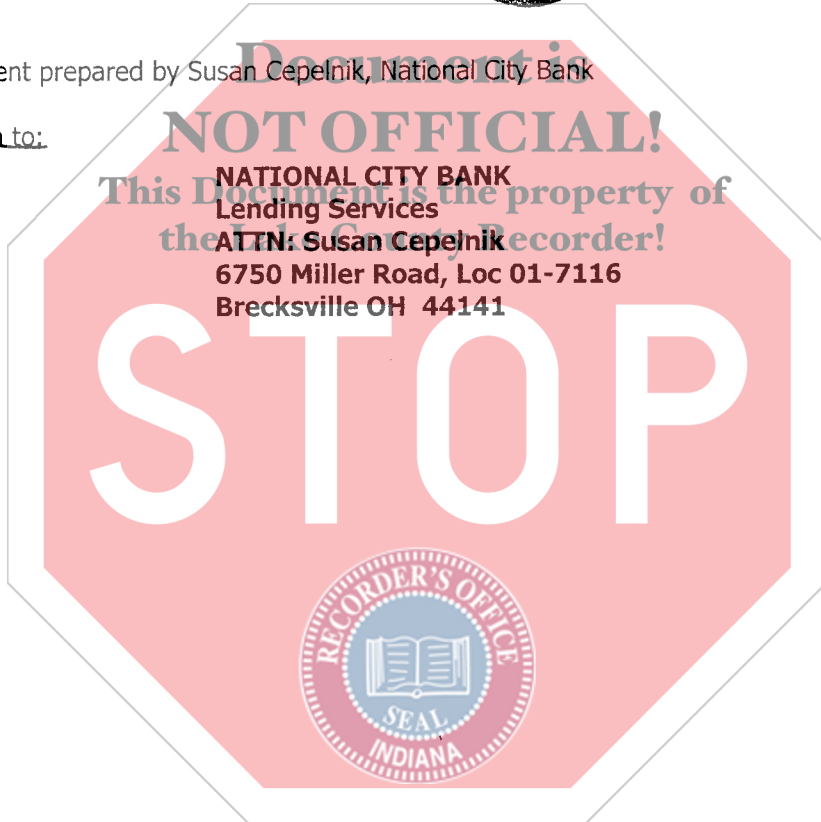
[Signature]
Notary Public: Dena DiPalma
My Commission Expires: May 24, 2012
County Of Residence: Cuyahoga



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

This instrument prepared by Susan Cepelnik, National City Bank

Please return to:



LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, IN THE STATE OF INDIANA,
TO-WIT:

THAT PART OF THE FRACTIONAL WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30 LYING
NORTH OF THE CENTER LINE OF THE STATE ROAD AND SOUTH OF THE NORTH 31.21
ACRES THEREOF, EXCEPT THE WEST 5 ACRES OF SAID TRACT AND BEING A STRIP OF
LAND 23 RODS WIDE EAST AND WEST OFF THE WEST SIDE THEREOF, ALL IN TOWNSHIP 33
NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

TAX ID #: 45-20-30-300-008.000-007

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO JEFFERY S. MAYER AND
ANNA R. MAYER, HUSBAND AND WIFE BY MOON ISLAND FARMS, INCORPORATED IN A
CORPORATE DEED EXECUTED 4/2/1991 AND RECORDED 5/16/1991 IN DOCUMENT NO.
91023506 OF THE LAKE COUNTY, INDIANA LAND RECORDS.



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