

**SUBORDINATION OF LIEN**

**(Indiana)**

3

**Mail to: Harris, N.A.  
3800 Golf Rd, Suite 300  
P.O. Box 5036  
Rolling Meadows, IL 60008**

2009 024383

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 APR 16 AM 10:24

MICHAEL A. BROWN  
RECORDER

ACCOUNT # 1373080

The above space is for the recorder's use only

**PARTY OF THE FIRST PART:** HARRIS N.A., F/K/A MERCANTILE NATIONAL BANK OF INDIANA is/are the owner of a mortgage/trust deed recorded the 25TH day of AUGUST, 2006, and recorded in the Recorder's Office of LAKE County in the State of Indiana as document No. 2008-074740 made by MICHAEL W. AUSTGEN AND CARRIE ANN AUSTGEN, BORROWER(S) to secure an indebtedness of **\*\*ONE HUNDRED SEVEN THOUSAND\*\*** DOLLARS, REDUCED TO **\*\*THIRTY TWO THOUSAND** and **00/100\*\*** DOLLARS and WHEREAS, Borrower(s) is/are the owner(s) of the following described Real Estate situated in the County of LAKE in the State of Indiana, to wit:

LEGAL DESCRIPTION: SEE ATTACHED LEGAL DESCRIPTION

Permanent Index Number(s): 45-19-30-126-002.000-037  
Property Address: 14104 W. 182<sup>ND</sup> AVE., LOWELL, IN. 46356

**PARTY OF THE SECOND PART:** HARRIS, N.A., ITS SUCCESSORS AND/OR ASSIGNS AS THEIR RESPECTIVE INTERESTS MAY APPEAR has refused to make a loan to the Borrower(s) except upon the condition that the mortgage/trust deed of the Party of the First Part be subordinate to that of the Party of the Second Part.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars in hand paid by each of the parties hereto to the other, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in order to induce Party of the Second Part to make the loan to Borrowers, it is hereby mutually agreed, as follows: That Party of the First Part covenants and consents that the lien of its mortgage/trust deed shall be subject and subordinate to the lien of the Party of the Second Part dated the 30<sup>th</sup> day of March, 2009, and recorded in the Recorder's office of LAKE County in the State of Indiana as document No. 2009-024382 reflecting and securing the loan made by Party of the Second Part to Borrower(s) in an amount not to exceed **\*\*THREE HUNDRED SIXTY THOUSAND** and **00/100\*\*** DOLLARS and to all renewals, extensions or replacements of said mortgage/trust deed. This Agreement shall be binding upon and shall inure to the benefit of Party of the Second Part, its successors and assigns.

DATED: March 26, 2009

*Robert Anderson*

Robert Anderson, Vice President

*EBW  
MT  
BM*

904149

**HOLD FOR MERIDIAN TITLE CORP**



**EXHIBIT A**

Lot Numbered 3 as shown on the recorded plat of Meanwhile Acres recorded in Plat Book 37 page 65 in the Office of the Recorder of Lake County, Indiana.

