STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MICHAEL A. BROWN RECORDER



Recording requested by: LSI When recorded return to: Custom Recording Solutions 2550 N. Redhill Ave. 415 6921 Santa Ana, CA. 92705 800-756-3524 Ext. 5011

PREPARED BY: LATOYA DAVIDSON

APN: 26-34-225-27

#### SUBORDINATION AGREEMENT

NOTICE: This subordination agreement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument

This Agreement is made this 26th day of March 2008, by and between Wells Fargo Bank, N.A. a national bank with its headquarters located at 3476 STATE VIEW BLVD FORT MILL, SC 29715-7200 (herein called "Lien Holder"), and Wells Fargo Bank, N.A., with its main office located in the State of Iowa (herein called the "Lender").

## NOT ORECITALS IAL!

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated September 28, 2006 executed by Eric Jackson and Carolyn Jackson, husband and wife (the "Debtor") which was recorded in the county of LAKE, State of INDIANA, as 06-92952, on October 24, 2006 (the "Subordinated Instrument") covering real property located in HAMMOND in the above-named county of LAKE, State of INDIANA, as more particularly described in the Subordinated Instrument (the "Property").

PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement not to exceed the amount of \$104,964.

D.D. 1/30/08 RECORDED CONCUMENTED herewith

Lien Holder has agreed to execute and deliver this Subordination Agreement.

18° - 2067806 E 2067806 ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

- 1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
- 2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
- 3. This Agreement is made under the laws of the State of INDIANA. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

Lake County Recorder!

#### WELLS FARGO BANK N.A.

NOTICE: This subordination agreement contains a provision which allows the person obligated on your real property security to obtain a loan a portion of which may be expended for other purposes than improvement of the land

By Latoya Davidson

Title: Vice President of Loan Documentation

### STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

On this 26th day of March, 2008, Before me Nikitia Jones, personally appeared Latoya Davidson, Vice President Loan Documentation as OFFICER of WELLS FARGO BANK, N.A.

✓ personally known to me

□ proved to me on the basis of satisfactory evidence

NIKITIA JONES NOTARY PUBLIC STATE OF SOUTH CAROLINA MY COMMISSION EXPIRES

To be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Fort Mill, County of

York, State of South Carolina Document is the property of WITNESS my hand and official seal, the Lake County Recorder!

Signature of Notary Public

NIKITIA JONES

My commission expires: October 1, 2014.

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

SIYETH YOTH

Order ID: 4156921 Loan No.: 0086211554

# EXHIBIT A LEGAL DESCRIPTION

Lots 32, 33, and 34 in Block 8 in Kenwood Addition to Hammond, as per plat thereof, recorded in Plat Book 10, page 17, in the office of the recorder of Lake County, Indiana.

APN 26-34-225-27

