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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 063494

2009 SEP 17 AM 9:25

MICHAEL A. BROWN  
RECORDER

### SUBORDINATION AGREEMENT

The undersigned subordinator and owner agree as follows:

1. **U.S. Bank National Association** referred to herein as "subordinator", is the owner of a mortgage dated **02/21/2006** in the original principal indebtedness of **\$28,000.00** which is recorded in official records, **Document No. 2006 021762 in the Land Records of Lake County records.**

**Gregory Myrick**, referred to herein as "owner", is the owner of all the real property described as follows:

**Please see attached "Exhibit A"**

2. Whereas owner has executed, or is about to execute, a mortgage in favor of \_\_\_\_\_  
referred to herein as "lender," in the sum of **\$117,721.00** is the owner and holder of this mortgage dated \_\_\_\_\_, executed by \_\_\_\_\_ (which is recorded in official records in Mortgage Book \_\_\_\_\_ at Page \_\_\_\_\_, of the public records of \_\_\_\_\_ county, in the state of \_\_\_\_\_  
**2009-063494** (Which is to be recorded concurrently herewith).

3. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
4. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has an obligation to "subordinator" to advance partial funds as a principal reduction to the "subordinator".
5. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
6. This agreement shall be the whole and only agreement between the parties with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provided for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
7. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement, where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number or pronouns considered to conform to undersigned.

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Reference: Agreement to Subordinate to new loan amount of \$177,721.00.

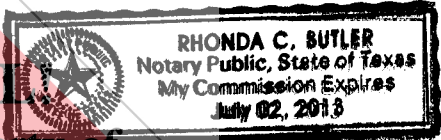
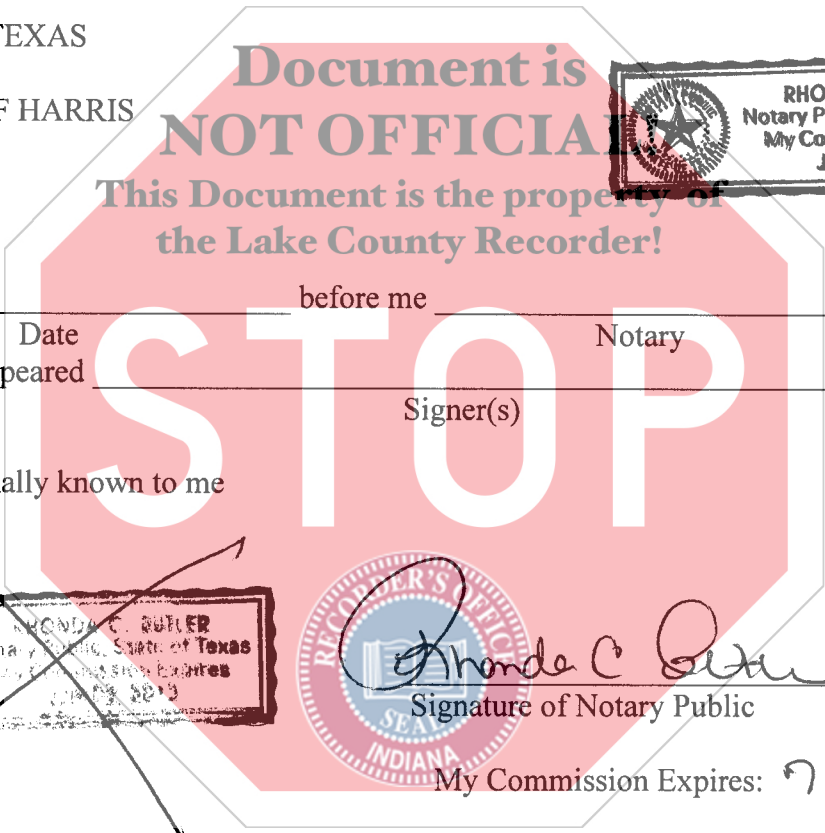
Executed this 3 day of Sept, 2009

U.S. Bank National Association

BY: Anna Roberts, Assistant Vice President  
By and through its attorney in fact  
Litton Loan Servicing LP

STATE OF TEXAS

COUNTY OF HARRIS



On \_\_\_\_\_ before me \_\_\_\_\_  
Date Notary

Personally appeared \_\_\_\_\_  
Signer(s)

\_\_\_\_\_ Personally known to me



Rhonda C Butler  
Signature of Notary Public

My Commission Expires: 7/2/2013