

NCA 108698  
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**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") on August 27, 2009.

**RECITALS**

WHEREAS, Heriberto T Flores, Oralia Flores Husband and Wife ("Borrower") executed certain mortgage dated 6/24/2003, in favor of National City Bank or its predecessor-in-interest identified above, which mortgage was duly recorded on 7/3/2003, as Instrument No. 2003069041, 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:

**28 169th st, hammond, IN 46324**

WHEREAS, the New Lender desires to make a loan in the amount of \$72,000.00 (the "New Loan") to be secured by a mortgage on the Property (the "New Mortgage"), which New Mortgage is dated Sept. 8, 2009.

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:

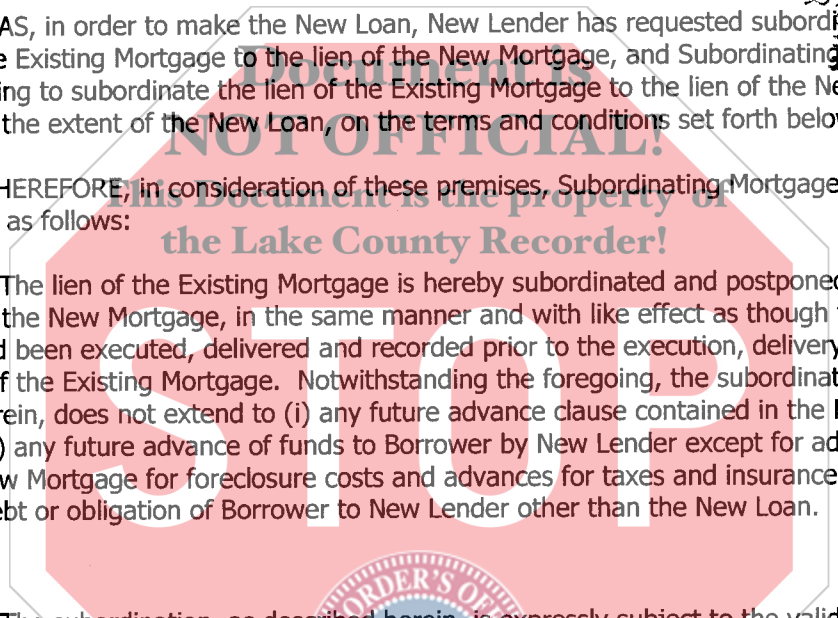
1. The lien of the Existing Mortgage is hereby subordinated and postponed in priority to the lien of the New Mortgage, in the same manner and with like effect as though the New Mortgage had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Mortgage. 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.

2009 063838

2009 SEP 8 AM 11:51

STATE OF INDIANA  
LAKE COUNTY  
RECORDER FOR RECORD

Chicago Title Insurance Company



For Mtg see doc. # 2009063837

18w  
CT  
RM

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NATIONAL CITY BANK

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

Signed and Acknowledged in the Presence of:

[Signature]  
Don Clevenger, witness  
[Signature]  
Marlene Ferus, witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 27th day of August, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Bank and acknowledged the execution of the foregoing Agreement.

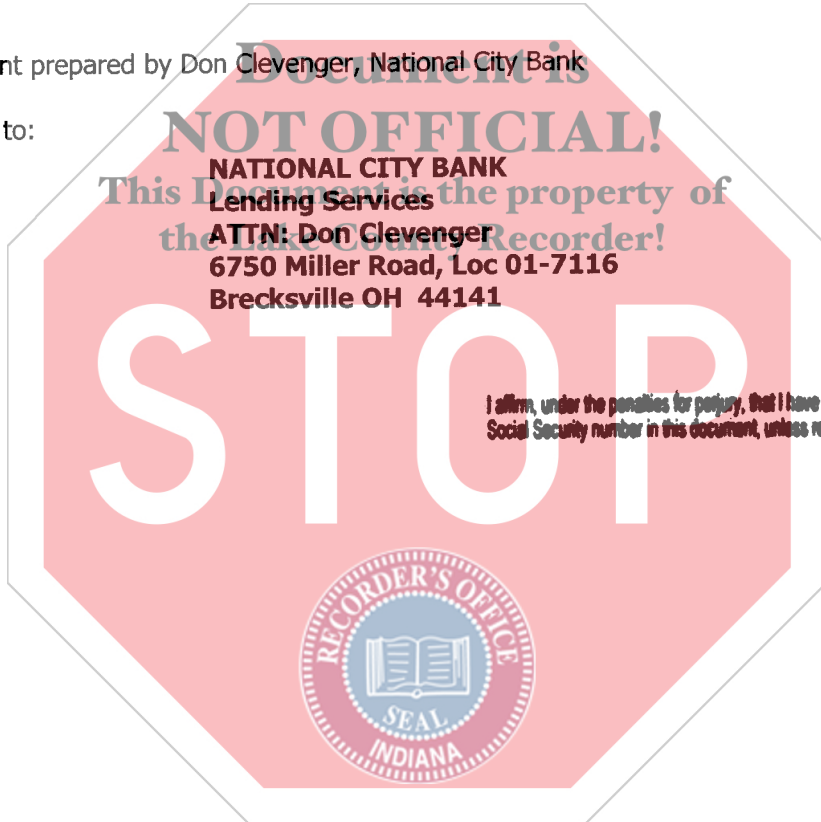
[Signature]  
Notary Public: Carol M. Matejka  
My Commission Expires: March 28, 2010  
County Of Residence: Cuyahoga



CAROL M. MATEJKA, Notary Public  
State of Ohio, Cuyahoga County  
My Commission Expires Mar. 28, 2010

This instrument prepared by Don Clevenger, National City Bank

Please return to:



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. Vaun Federoff



**Exhibit A**

Heriberto T. Flores and Oralia Flores

The land referred to in this commitment is described as follows:

Lot 13 in Margenau's Subdivision, Hammond, as per plat thereof, recorded in Plat Book 14, page 35, in the office of the Recorder of Lake County, Indiana.



*HTF*  
*OF*