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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 064737

2009 SEP 23 AM 9:19

MICHAEL A. BROWN  
RECORDER

***SUBORDINATION of MORTGAGE***

FROM

**Brian Keith Garton**, with its primary office at 17519 Alabama St., Lowell, IN 46356 (hereinafter called "OLD LENDER"),

TO

**US Bank**, with its primary office at 4801 Frederica St., Owensboro, KY 42301 (hereinafter called "NEW LENDER").

WHEREAS, OLD LENDER is the holder of a valid Mortgage granted by **Paula Marie Garton** ("OWNER") covering certain real property owned by OWNER and located in the county of **Lake** and State of **Indiana** and more fully described as {legal} (hereinafter the "PROPERTY") which Mortgage was originally recorded on 1/13/2004 in the Recorder's office in the County of **Lake** as 2004-3058, in the amount of **\$40,000.00** (hereinafter the "PRIOR MORTGAGE"); and

WHEREAS, OWNER has granted NEW LENDER a Mortgage on the PROPERTY and NEW LENDER has recorded the Mortgage in the Office of the Recorder's office of **Lake** County on 7-24-09 (date) as Document # 2009 051266 ("NEW LENDER'S MORTGAGE"); in an amount not to exceed **\$146,800.00** and

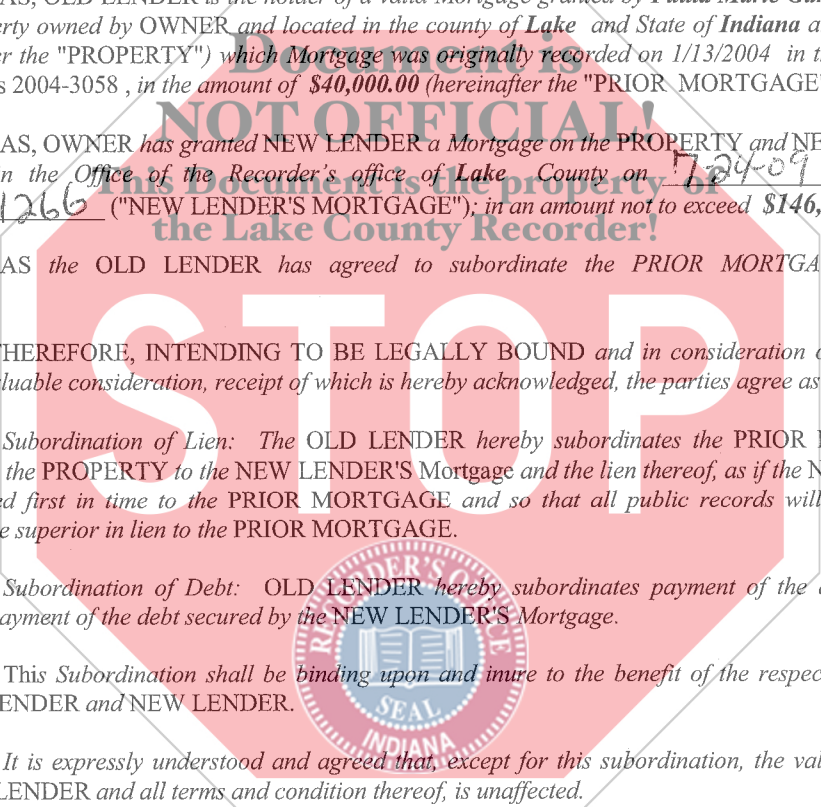
WHEREAS the OLD LENDER has agreed to subordinate the PRIOR MORTGAGE to NEW LENDER'S MORTGAGE.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND and in consideration of \$1.00 (One Dollar) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. *Subordination of Lien:* The OLD LENDER hereby subordinates the PRIOR MORTGAGE and its lien position in and on the PROPERTY to the NEW LENDER'S Mortgage and the lien thereof, as if the NEW LENDER'S Mortgage had been recorded first in time to the PRIOR MORTGAGE and so that all public records will reflect NEW LENDER'S MORTGAGE to be superior in lien to the PRIOR MORTGAGE.
2. *Subordination of Debt:* OLD LENDER hereby subordinates payment of the debt secured by the Prior MORTGAGE to payment of the debt secured by the NEW LENDER'S Mortgage.
3. This Subordination shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of OLD LENDER and NEW LENDER.
4. It is expressly understood and agreed that, except for this subordination, the validity of the Mortgage now held by the OLD LENDER and all terms and condition thereof, is unaffected.

WITNESS the hand and seal of the said Brian Keith Garton

WITNESS:



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