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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 002283

2010 JAN 13 PM 3:10

RECORDING REQUESTED BY:
CitiMortgage, Inc.

CAROLYN L. BOLLARD
ACTING RECORDER

Record & Return To: 
Mortgage Information Services
4877 Galaxy Pkwy, Ste I
Cleveland, OH 44128

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

Subordinate Account Number: 001121092395

M.I.S. FILE NO
1088792

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, made effective December 24, 2009, by

Luis M. Mesa
Rafaela Mesa
290 E. 124 th St.
Crown Point, IN 46307

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owner(s) of the land described as

SEE ATTACHED EXHIBIT "A"

located in the City/County of Lake, State of IN, and hereinafter referred to as "Owner", and Citibank, N.A. successor to Citibank (New York State)

present owner and holder of the Security Instrument and Note first hereinafter described and hereinafter referred to as "Creditor."

WITNESSETH

THAT WHEREAS, Owner did execute a Security Instrument (mortgage, deed of trust, or deed to secure debt), dated on or about September 11, 2007, covering the above described property to secure a Note in the original sum of \$39,900.00, dated September 11, 2007 in favor of Citibank N.A, which Security Instrument was recorded on September 11, 2007 in Book , Page and/or as Instrument Number 2007-072961 in the Official Records of the City/County and State above mentioned, which is hereinafter referred to as "Creditor's Security Instrument," and

WHEREAS, Owner has executed, or is about to execute, a Security Instrument (mortgage, deed of trust, or deed to secure debt) and note in the sum of \$200,000.00 dated December 24, 2009 in favor of CitiMortgage, Inc., hereinafter referred to as "Lender," payable with interest and upon the terms of conditions described therein, which Security Instrument is to be recorded concurrently herewith, which is hereinafter referred to as "Lender's Security Instrument"; and

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WHEREAS, it is a condition precedent to obtaining said loan that said Lender's Security Instrument shall unconditionally be and remain at all times a lien or charge upon the above described property, prior and superior to the lien or charge of Creditor's Security Instrument; and

WHEREAS, Lender is willing to make said loan provided that Lender's Security Instrument is a lien or charge upon the above described property prior and superior to the lien or charge of Creditor's Security Instrument and provided that Creditor will specifically and unconditionally subordinate the lien or charge of Creditor's Security Instrument to the lien or charge of Lender's Security Instrument; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that Lender's Security Instrument shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of Creditor's Security Instrument.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable considerations, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That Lender's Security Instrument, securing said note in favor of Lender and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of Creditor's Security Instrument.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this Subordination Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of Creditor's Security Instrument to the lien or charge of Lender's Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between Lender's Security Instrument and Creditor's Security Instrument, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in Creditor's Security Instrument which provide for the subordination of the lien or charge thereof to another Security Instrument or Instruments.

Creditor declares, agrees and acknowledges that

- (a) Creditor consents to and approves (i) all provisions of the note and Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan:
- (b) Lender in making disbursement pursuant to any such agreement is under no obligation duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) Creditor intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of Creditor's Security Instrument in favor of the lien or charge upon said land of Lender's Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

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.

CREDITOR:
Citibank (West), FSB successor to California Federal Bank
by CitiMortgage, Inc. fka Citicorp Mortgage, Inc., its attorney in fact by power of attorney recorded
at Book/Page and/or Instrument Number on liber page 730 on July 11, 1997

By: [Signature]
Printed Name: Jennifer Main
Title: Assistant Vice President

OWNER:
[Signature]
Luis M. Mesa

[Signature]
Rafaela Mesa

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.

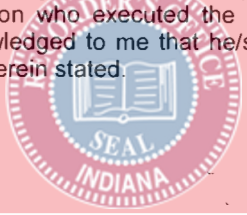
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This Document is the property of the Lake County Recorder!
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of MI }
COUNTY of Washtenaw } ss.

On 12-22-09 before me, [Signature], a Notary Public in and for said state, personally appeared Jennifer Main of [Signature], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Subordination Agreement on behalf of said corporation and acknowledged to me that he/she/they, being authorized to do so, executed the same for the purposes therein stated.

WITNESS my hand and official seal.

[Signature]



[Signature] 2013

NOTARY PUBLIC SIGNATURE

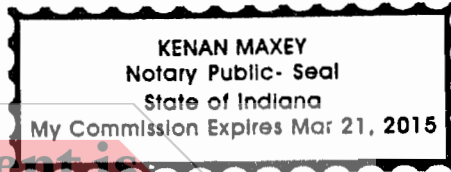
NOTARY PUBLIC SEAL

STATE of Indiana)
CITY/COUNTY of Lake) ss.

On 12-24-2009 before me, KENAN MAXEY, Notary Public, personally appeared LUIS M. MESA

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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.

WITNESS my hand and official seal.



Kenan Maxey
NOTARY PUBLIC SIGNATURE NOTARY PUBLIC SEAL

STATE of _____)
CITY/COUNTY of _____) ss.

On _____ before me, _____, Notary Public, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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.

WITNESS my hand and official seal.



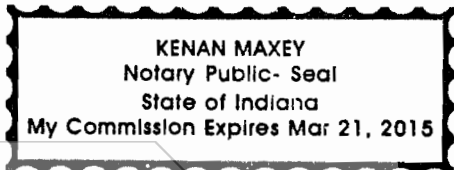
NOTARY PUBLIC SIGNATURE NOTARY PUBLIC SEAL

STATE of Indiana)
CITY/COUNTY of Lake) ss.

On 12-24-2009 before me, KENAN MAXEY, Notary Public, personally appeared RAFAELA MESA

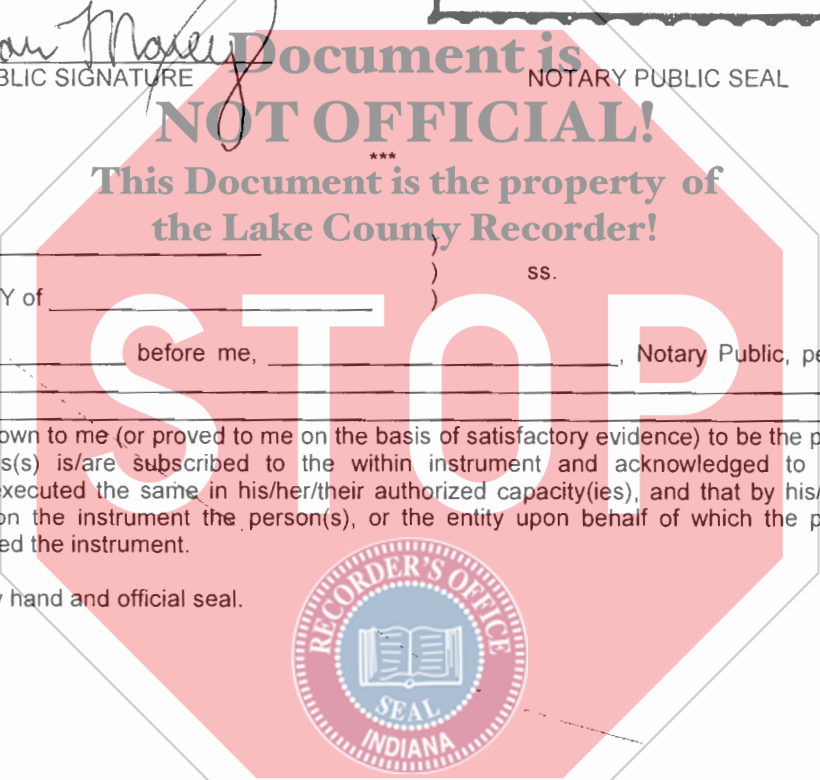
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Kenan Maxey
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL



STATE of _____)
CITY/COUNTY of _____) ss.

On _____ before me, _____, Notary Public, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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.

WITNESS my hand and official seal.



NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL



Fidelity National Title Insurance Company

AGENT TITLE NO.: 200001088792

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA IN DEED INSTRUMENT NUMBER 2003-095600 AND IS DESCRIBED AS FOLLOWS:

LOT 73, PINE HILL PHASE 2, AN ADDITION TO THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 093, PAGE 71, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

APN: 45-16-15-351-022-000-042

SUBJECT TO COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND LIMITATIONS OF RECORD

