

6

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 011992

2010 MAR -5 AM 8:46

MICHELLE E. AJMAN  
RECORDER

### Subordination Agreement

Prepared by:  
Santee Kim

2550 N. Red Hill Ave.  
Santa Ana, CA 92705

Recording Requested by: LSI  
When Recorded Mail to:  
Attn: Custom Recording Solutions  
2550 N. Red Hill Ave.  
Santa Ana, CA 92705  
800-756-3524

eLS#: 7744567

APN: 27-17-0009-0047



300-  
# 2219981  
72-  
-75

E

**RECORDING REQUESTED BY :**

WHEN RECORDED RETURN TO :

Custom Recording Solutions  
2550 North Redhill Ave.  
Santa Ana, CA 92705  
800-756-3524 Ext. 5011

**SUBORDINATION AGREEMENT**

New Loan #: 0173016171

11-1744577

192

This Subordination Agreement is dated for reference 01/19/2010 and is between

MEMBER SOURCE FEDERAL CREDIT UNION whose  
principal address is 8580 VIRGINIA STREET, MERRILLVILLE, IN 46410  
(called "Junior Lender") and

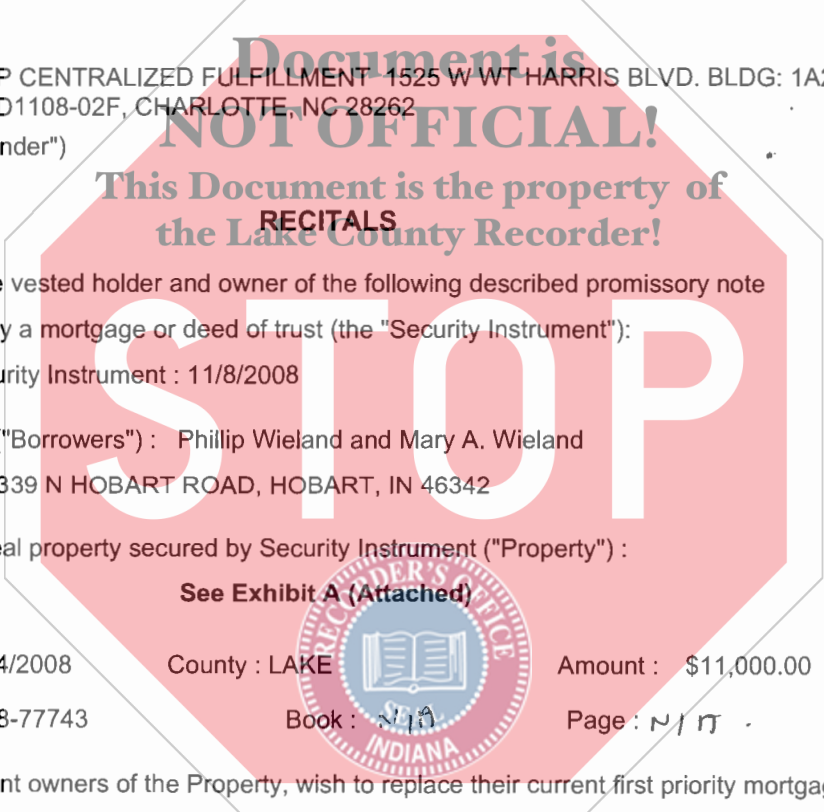
New Senior Lender's

Name : WELLS FARGO BANK N.A.

Senior Lender's

Address : 3 STEP CENTRALIZED FULFILLMENT 1525 W WY HARRIS BLVD. BLDG: 1A2 ,  
MAC: D1108-02F, CHARLOTTE, NC 28262

(called "New Senior Lender")



**RECITALS**  
This Document is the property of  
the Lake County Recorder!

A. Junior Lender is the vested holder and owner of the following described promissory note  
(the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument : 11/8/2008

Borrower(s) Name(s) ("Borrowers") : Phillip Wieland and Mary A. Wieland

Property Address: 339 N HOBART ROAD, HOBART, IN 46342

Legal Description of real property secured by Security Instrument ("Property") :

See Exhibit A (Attached)

Recording Date : 11/14/2008

County : LAKE

Amount : \$11,000.00

Recording Number : 08-77743

Book : 211

Page : 2/17

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage  
loan on the Property with a new first priority mortgage loan secured by the Property from New Senior

Lender in the original principal sum of \$71,985.00

Date: 02/26/2010

\* Not to exceed Record concurrently with mortgage.  
(the "New Senior Security Instrument").

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

**1. Subordination to New Senior Security Instrument**

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

**2. No Subordination to Other Matters.**

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

**3. No Waiver of Notice.**

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

**4. Successors and Assigns.**

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

**5. Governing Law.**

This Agreement shall be governed by the law of the State where the Property is located.

**6. Reliance.**

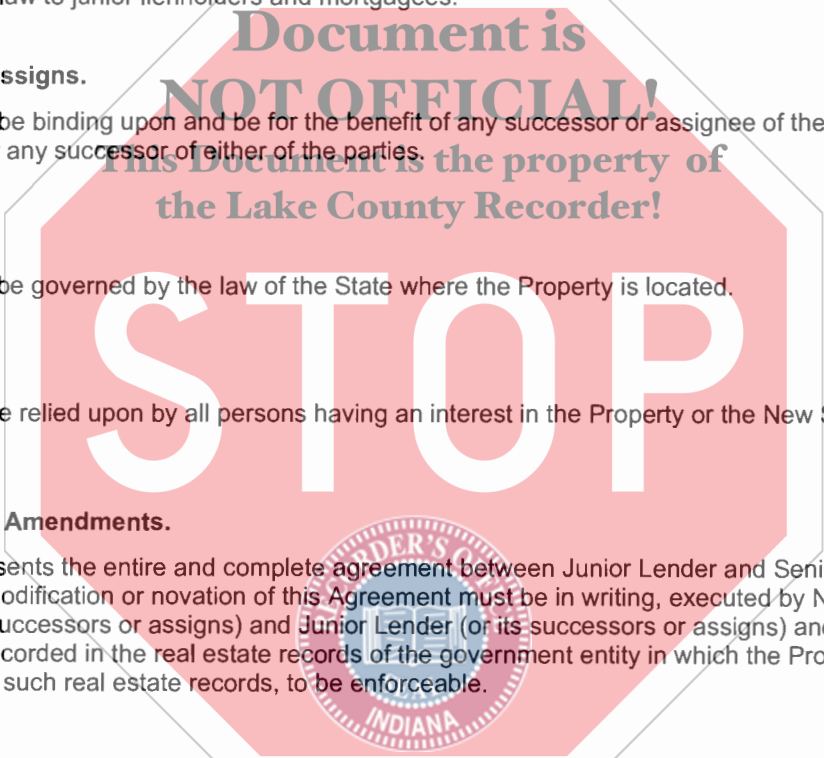
This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

**7. Entire Agreement; Amendments.**

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

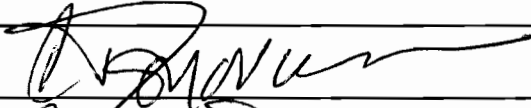
**8. Acceptance.**

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.



JUNIOR LENDER: MEMBER SOURCE FEDERAL CREDIT UNION

BY :



NAME :

CHARLES DONOVAN

TITLE :

CEO



STATE OF Indiana

COUNTY OF Lake

On 1/21/2010 before

Me, Candis M. Walczak

Personally Appeared Charles Donovan - CEO

Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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.

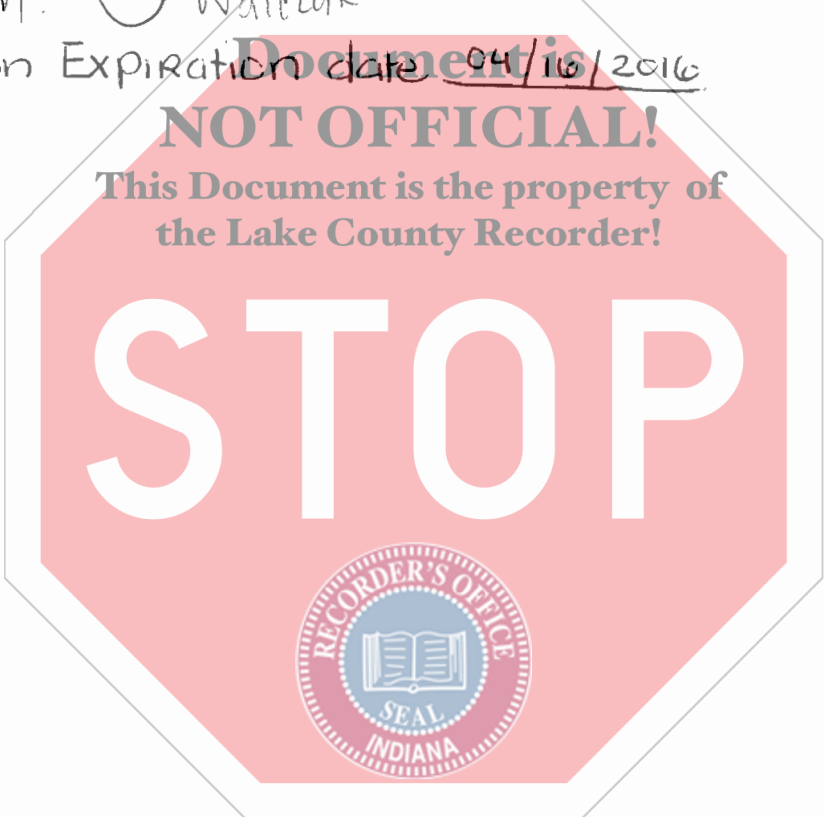
WITNESS my hand and official seal.

Candis M. Walczak

Signature of Notary Public

Candis M. Walczak

Commission Expiration date 04/16/2016



Order ID: 7744567  
Loan No.: 0118907781

**EXHIBIT A  
LEGAL DESCRIPTION**

The following described property:

The South 85 feet of the North 160.75 feet of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 36 North, Range 7 West of the 2nd P.M., Lake County, Indiana.

Assessor's Parcel Number: 27-17-0009-0047

