

4

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 012777

2010 MAR 10 AM 8:55

MICHELLE R. FAJMAN
RECORDER

~~When Recorded Return to:~~

First Tennessee Bank National Association, Grantor
P.O. Box 132
Memphis, TN 38101

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

2550 N. Redhill Ave.

Santa Ana, CA. 92705

800-756-3524 Ext. 5011

7525664

SUBORDINATION AGREEMENT

IN - 7525664



RECITALS:

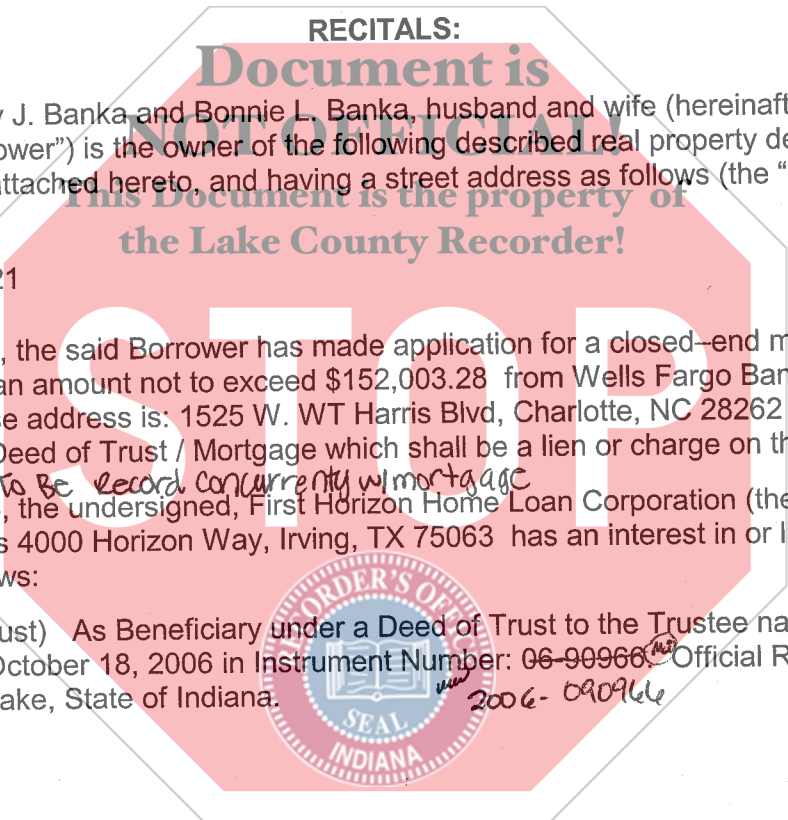
WHEREAS, Cary J. Banka and Bonnie L. Banka, husband and wife (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

9123 Kooy Drive
Munster, IN 46321

AND WHEREAS, the said Borrower has made application for a closed-end mortgage loan ("New Loan") in an amount not to exceed \$152,003.28 from Wells Fargo Bank, N.A. (the "Grantee"), whose address is: 1525 W. WT Harris Blvd, Charlotte, NC 28262 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Horizon Home Loan Corporation (the Grantor), whose address is 4000 Horizon Way, Irving, TX 75063 has an interest in or lien upon the Property as follows:

(Deed of Trust) As Beneficiary under a Deed of Trust to the Trustee named therein, Recorded October 18, 2006 in Instrument Number: 06-90966 Official Records of the County of Lake, State of Indiana.



\$18

CK#
2170597
CA
E
201

As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
5. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized representative and Trustee has executed this Agreement on this 4 day of December, 2009.

WITNESS:

Lee Anne Gafford
Lee Anne Gafford

First Horizon Home Loan Corporation (Grantor)

By: [Signature]
Name: Jeff Moser
Title: Limited Vice President



ACKNOWLEDGMENT

STATE OF TENNESSEE)
) ss:
COUNTY OF SHELBY)

Before me, **Suzanne M Russell** of the state and county mentioned, personally appeared **Jeff McLean**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Limited Vice President of First Horizon Home Loan Corporation, the within named bargainer, a corporation, and that he/she, as such Limited Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President.

WITNESS my hand and official seal on this 4 day of December, 2009.

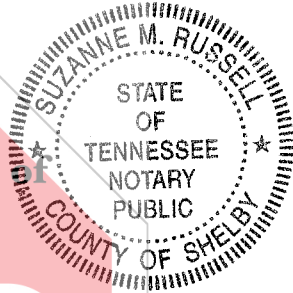
Suzanne M Russell

Notary Public

My Commission expires:

Suzanne M. Russell

My Commission Expires
August 20, 2011



Order ID: 7525664
Loan No.: 0116974833

**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

Lot 5, Block 2, Lawrence Monaldi's Third Addition to Munster, as shown in Plat Book 30 Page 23 in Lake County, Indiana.

Assessor's Parcel Number: 45-07-19-128-005-000-027

