STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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FAJMAN

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Reference: 434411961515514

Account: XXX-XXX-XXX4074-0001

### SUBORDINATION AGREEMENT MORTGAGE

Effective Date:

7/6/2010

Owner(s):

**DENNIS D HOBBS** LINDA A HOBBS

Current Lien Amount: \$29,550.00.

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A. If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 2955 TULIP LN, HOBART, IN 46342

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\$ 18 Crt 001250 Cva

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

DENNIS D. HOBBS AND LINDA A. HOBBS. HUSBAND AND WIFE (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Mortgage given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A  $\not$  **RD**  $\not$  **(/5/1067** which document is dated the 13th day of July , 2006, which was filed in Document ID# 2006 062514 at page N/A (or as No. N/A) of the Records of the Office of the Recorder of the County of LAKE, State of Indiana (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to DENNIS D HOBBS and LINDA A HOBBS (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$149,574.00 the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If

the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

+ 16 Ve rearded concervently with Margayer dated 8/31/2010

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

## A. Agreement to Subordinate

Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

## B. General Terms and Conditions

Binding Effect - This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver - This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability - The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

#### C. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, has set its hand and seal as of the Effective Date above unless otherwise indicated.

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SUBORDINATING LENDER: Wells Fargo Bank, N.A.	
By (Signature)	<u>7/6/2010</u> Date
Barbara Edwards (Printed Name)	<del></del>
Work Director (Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon ) )ss.	
COUNTY OF Washington )	
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this day of	
Lisa Hanfield	OFFICIAL SEAL LISA STANFIELD NOTARY PUBLIC - OREGON COMMISSION NO. 410166
This Instrument Prepared by: Bar lara Edwards Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149 1-800-945-3056	MY COMMISSION EXPIRES SEPTEMBER 21, 2010

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Order ID: 9176874 Loan No.: 0308016229

# EXHIBIT A **LEGAL DESCRIPTION**

The following described property:

Lot 25 in Unit 3 of Arbor Lane Addition, a planned unit development, in the City of Hobart, as per plat thereof, recorded in Plat Book 85, Page 34, in the Office of the Recorder of Lake County, Indiana.

Assessor's Parcel Number: 45-09-28-429-004.000-018