

CLERK OF SUPERIOR COURT  
CLATSOP COUNTY  
FILED FOR RECORD

2010 076011

2010 DEC 23 AM 10:31

RECORDED BY  
INDEXED BY

## Subordination Agreement

Order# 10189424

Loan Number: 0313439101

Recording requested by and  
When recorded return to: LSI  
Custom Recording Solutions  
2550 N. Red Hill Ave.  
Santa Ana, CA 92705  
(800) 756-3524 ext. 5011

Prepared By: Barbara Edwards  
Wells Fargo Bank, N.A.  
18700 NW Walker Rd. #92  
Beaverton, OR 97006

MTG # 2010-076010

AMOUNT \$ 21<sup>00</sup>  
CASH \_\_\_\_\_  
CHECK # 900724016 900856288  
OVERAGE \_\_\_\_\_  
FEE \_\_\_\_\_  
DATE \_\_\_\_\_

Ref 2

E

4

Recording requested by: LSI  
When recorded return to  
Custom Recording Solutions  
2550 N. Redhill Ave. JD189424  
Santa Ana, CA. 92705  
800-756-3524 Ext. 5011

-7

[Space Above This Line for Recording Data]

Reference: 9018429221

Account: XXX-XXX-XXX7998-0001

**SUBORDINATION AGREEMENT FOR  
MORTGAGE**

Effective Date: 10/20/2010

Owner(s): MATTHEW L KOLANOWSKI

Current Lien Amount: \$23,000.00.

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: 4031 HOHMAN AVE, HAMMOND, IN 46327

SUBORDINATION ONLY\_IN  
0000000000137739

AMOUNT \$\_\_\_\_\_  
CASE \_\_\_\_\_  
CHECK # \_\_\_\_\_  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK \_\_\_\_\_

Page 1 of 3

**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.

MATTHEW L. KOLANOWSKI, UNMARRIED (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 (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Attached See Exhibit A

which document is dated the 16th day of July, 2007, which was filed in Document ID# 2007 065628 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 secures repayment of a debt evidenced by a note or a line of credit agreement extended to MATTHEW L KOLANOWSKI (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 \$46,595.00 (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.

*Record concurrently with mortgage dated 11/30/10*  
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.



Order ID: 10189424

Loan No.: 0313439101

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The following described property:

The North Twenty (20) feet of Lot Thirty-nine (39) and the South Twenty (20) feet of Lot Thirty-eight (38) in Block Six (6), in Steel Manor Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 19, Page 20, in the Office of the Recorder of Lake County, Indiana.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances below a depth of 500 feet, without rights of surface entry, as reserved in Instruments of Record.

Assessor's Parcel Number: 26-36-0154-0038