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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2011 006343

2011 FEB - 1 AM 10: 18

MICHELLE R. FAJMAN RECORDER

Loan 6441656

SPACE ABOVE THIS LINE RESERVED FOR RECORDE'S USE

10Bm 18816

TITLE(S)

## SUBORDINATION AGREEMENT

## Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!

AMOUNT \$ 16.00
CASH CHARGE
CHECK # 9060
OVERAGE
COPY
NON-COM
CLEBK /R

MIN: 100162500071936604

## SUBORDINATION AGREEMENT

This Agreement made this December 14, 2010 by Mortgage Electronic Registration Systems, Inc. ("MERS"), as a nominee for New York Community Bank, assignee from the FDIC as Receiver for AmTrust Bank whose address is P.O. Box 2026, Flint MI 48501-2026 (hereinafter called "Mortgagee") and JPMORGAN CHASE BANK, N.A., (hereinafter called "New Mortgagee").

WHEREAS, Mortgagee is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of \$47,950.00 executed by LENORA ZANELLATO dated 02/18/2008, recorded 02/28/2008, by Document/Instrument #2008 014539, LAKE County Records and covering the property described as follows:

Legal Description:

LOT 22 IN NILES CREEK ADDITION, UNIT 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 73 PAGE 55, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 11240 OREGON LANE, CROWN POINT, INDIANA 46307

WHEREAS, LENORA ZANELLATO, have applied to New Mortgagee for a loan in the amount not to exceed \$390,000.00 which is to be secured by a mortgage (hereinafter called "New Mortgage") covering the above described property.

WHEREAS, it is hereby agreed that the lien of the Mortgage shall be subordinate to the lien of the New Mortgage.

the Lake County Recorder!

Thereof, in consideration of \$1.00 and other valuable consideration, receipt whereof is hereby acknowledged, Mortgagee covenants and agrees as follows:

- 1. Mortgagee hereby waives the priority of the lien of the Mortgage in favor of the lien of the New Mortgage and convenants and agrees that the Mortgage is and shall be subject and subordinate to the lien of the New Mortgage without regard to the time of execution, filing, origination or recording thereof or the time of making any disbursement, loan or extension of the credit secured thereby.
- 2. Mortgagee represents and warrants that it has not assigned or transferred, for collateral purposes or otherwise, the Mortgage or the obligations secured thereby.
- 3. This Agreement shall be binding upon and shall insure to the benefit of the Mortgagee and the New Mortgagee and their respective heirs, legal representatives, successors and assigns.

WITNESSES:

Vecenia M Mellado

Timothy Szokan

Mortgage Electronic Registration Systems, Inc. MERS, as a nominee for New York Community Bank, assignee from the FDIC as Receiver for

AmTrust Bank

By: Donna Wilson

Its: Asst Secretary

State of Ohio)

County of Cuyahoga) SS

On December 14, 2010 before me, <u>Yecenia M Mellado</u>, a NOTARY PUBLIC, personally appeared Donna Wilson, Asst Secretary of Mortgage Electronic Registration Systems, Inc. ("MERS"), as a nominee for New York Community Bank, assignee from the FDIC as Receiver for AmTrust Bank personally known to me on the basis of satisfactory evidence to be the person (s) whose name(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.

This Document is the property of the Lake County Recorder!

Yecenia M Mellado

Notary Public, Cuyahoga County, Ohio Commission Expires: April 30, 2013 Recorded in Cuyahoga County

State of Ohjo My Commission Expires April 30, 2013 Recorded in Cuyahoga County

YECENIA M. MELLADO, Notary Public

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Prepared by AmTrust Bank, a division of New York Community Bank ("NYCB") 1801 E. 9TH ST. Suite 200 Cleveland, OH. 44114 Mortgage Electronic Registration Systems, MERS P.O. Box 2026, Flint, MI 48501 888-679-6377