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RECORDER'S OFFICE

RECORDING COVERSHEET

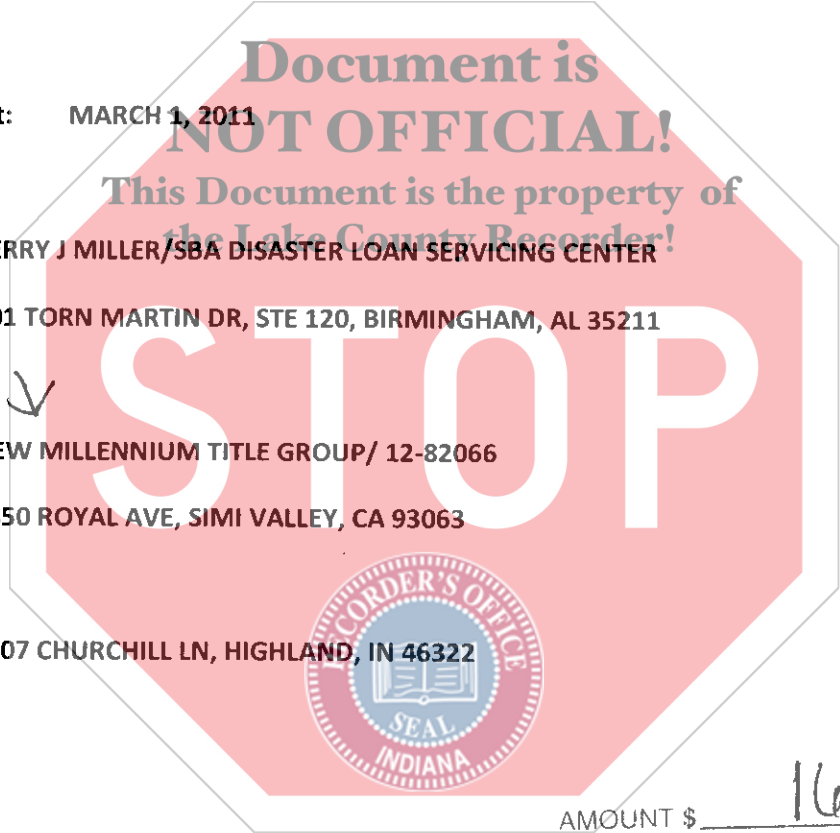
Title of Document: SUBORDINATION AGREEMENT

Date of Document: MARCH 1, 2011

Prepared By: TERRY J MILLER/SBA DISASTER LOAN SERVICING CENTER
801 TORN MARTIN DR, STE 120, BIRMINGHAM, AL 35211

Return To: NEW MILLENNIUM TITLE GROUP/ 12-82066
3850 ROYAL AVE, SIMI VALLEY, CA 93063

Property: 2907 CHURCHILL LN, HIGHLAND, IN 46322



AMOUNT \$ 16⁰⁰
CASH _____ CHARGE _____
CHECK # 280784 1 ref
OVERAGE _____
COPY _____
NON - COM _____
CLERK R.M.
E

SUBORDINATION

WHEREAS, Gabriel O. Bell, hereinafter referred to as "Borrower", is presently indebted to the U. S. Small Business Administration, an agency of the Government of the United States of America, hereinafter referred to as "SBA", as evidenced by that certain promissory Note executed by said Borrower in favor of SBA dated October 25, 2006, in the original principal amount of \$24,300.00; and,

WHEREAS, the said Note is secured by, among other things, that certain Mortgage executed by Gabriel O. Bell, who acquired title as Gabriel Bell, a single person, in favor of the Administrator of the SBA, dated February 23, 2007, and recorded on March 5, 2007, as Document Number 2007 019035, in the Office of the Recorder of LAKE County, Indiana; and,

WHEREAS, said Borrower is desirous of obtaining an additional loan in the amount of \$128,600.00, from Bank of America, N.A., hereinafter referred to as "Lender", for the purpose of refinancing Borrower's first Mortgage; and,

WHEREAS, the Lender requires the Borrower to secure said loan with a Mortgage on the real estate described in Exhibit A on the next page,

and further requests that SBA subordinate its Mortgage to that Mortgage having been taken or to be taken by said Lender.

NOW THEREFORE, in and for good and valuable consideration, and in order to induce said Lender to make said loan to said Borrower, SBA does herewith **subordinate** its Mortgage to that Mortgage taken or to be taken by the Lender, which secures said loan;

IT IS EXPRESSLY AGREED AND UNDERSTOOD, HOWEVER, that neither this Subordination, nor anything contained herein shall in any wise alter or affect the validity of the Mortgage or the amendments thereto of SBA first mentioned herein, or the lien on the real estate so subordinated herein, or any of the other collateral securing the indebtedness of the Borrower to the SBA.

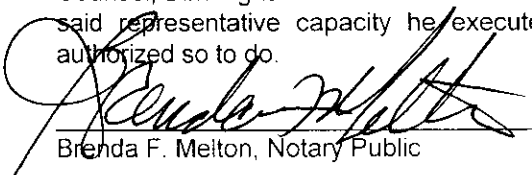
IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD that this Subordination is to extend only to the amount of the current loan made to the Borrower, for the purpose or purposes expressly set forth herein; and will not be valid for or extend to any future advances by Lender to Borrower, on the Note evidencing Lender's loan. This clause, however, is NOT intended to prevent or inhibit advances by Lender for expenses incidental to the preservation of its collateral, protection of its security interest, collection of its debt, and/or the like.

IN WITNESS WHEREOF, the Administrator has caused this Subordination agreement to be executed by Terry J. Miller, Center Counsel, pursuant to the delegation of authority contained in Delegation of Authority, No. 12-D, Revision 3, Redlegation of Disaster Assistance, published in the Federal Register, Vol. 58, No. 206, page 57891, October 23, 1993.

KAREN G. MILLS, ADMINISTRATOR
U.S. Small Business Administration

By: 
Terry J. Miller, Center Counsel

Personally appeared before me, the undersigned authority in and for the said county and state, on March 1, 2011, within my jurisdiction, the within named Terry J. Miller, who acknowledged that he is Center Counsel, Birmingham Disaster Loan Servicing Center of the U. S. Small Business Administration, and that in said representative capacity he executed the above and foregoing instrument, after first having been authorized so to do.


Brenda F. Melton, Notary Public

My Commission expires: May 11, 2013.

This instrument prepared by:

Terry J. Miller, Center Counsel
SBA Disaster Loan Servicing Center
801 Tom Martin Drive, Suite 120
Birmingham, AL 35211

I affirm under the penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

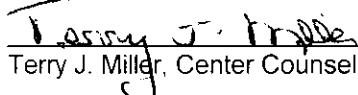

Terry J. Miller, Center Counsel

Exhibit A

Document is

That part of Block 5 in Park Place, an Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 83 page 82 and amended by Plat of Correction recorded in Plat Book 84 page 34, and further amended by 2nd Plat of Correction recorded in Plat Book 83 page 61. In the Office of the Recorder of Lake County, Indiana, described as follows:

Commencing at the Northernly point of curve in Block 5, a curved line, convex to the Northwest, having a radius of 15.00 feet and an arc distance of 32.64 feet, said point being on the North line of Block 5; thence North 89 degrees 13 minutes 30 seconds East, on the last described line, a distance of 185.72 feet to a point, said point being the Northwest corner of Parcel 14; thence continuing on the last described line a distance of 25.83 feet to a point; thence South 86 degrees 45 minutes 00 seconds East on said North line of Block 5, a distance of 2.28 feet to a point; thence South 03 degrees 15 minutes 00 seconds West a distance of 19.95 feet to a point; thence South 10 degrees 59 minutes 44 seconds West a distance of 15.08 feet to a point; thence South 05 degrees 03 minutes 16 seconds East a distance of 48.38 feet to a point, said point being the South line of said Block 5; thence South 84 degrees 56 minutes 44 seconds West on said South line of Block 5 a distance of 20.00 feet; thence North 05 degrees 03 minutes 16 seconds West a distance of 48.39 feet to a point; thence North 12 degrees 51 minutes 32 seconds West a distance of 16.63 feet to a point; thence North 00 degrees 46 minutes 30 seconds West a distance of 20.05 feet to the point of beginning. Commonly known as 2907 Churchill Lane, Highland, Indiana.

Subject to Real Estate Taxes for 2033 payable in 2004 together with delinquency and penalty, if any, and all real estate taxes due and payable thereafter.

A.P.N: 16-27-0637-0121

More commonly known as: 2907 Churchill Lane, Highland, IN 46322-5541