

LAKE COUNTY
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SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79/ DOCUMENT CONTROL DEPT
P.O. BOX 10266
VAN NUYS CALIFORNIA 91410-0266
LOAN #: 872755213
ESCROW/CLOSING#: 233504620

RETURN TO
New Millennium Title Group
Recording Department
3850 Royal Avenue
Simi Valley, CA 93063
12-82066



NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Fifteenth day of March, 2011, by **Bank of America, N.A. ("Subordinated Lienholder")**, with a place of business at **101 South Tryon Street, Charlotte, NC 28255.**

WHEREAS, GABRIEL BELL executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$24500.00 dated 12/21/2006, and recorded in Book Volume N/A, Page N/A, as Instrument No. 2006-113994, in the records of LAKE County, State of IN, as security for a loan (the "**Existing and Continuing Loan**"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 2907 CHURCHILL LANE, HIGHLAND, IN 46322 and further described on Exhibit "A," attached.

AMOUNT \$ 20⁰⁰
CASH _____ CHARGE _____
CHECK # 280785
OVERAGE _____
COPY _____
NON-COM _____
CLERK RM

1446

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WHEREAS, GABRIEL BELL ("**Borrower**") executed and delivered to **Bank of America, N.A.** ("**Lender**"), a deed of trust/mortgage in the principal amount not to exceed \$128600.00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded herewith in the records of LAKE County, State of IN as security for a loan (the "**New Loan**");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

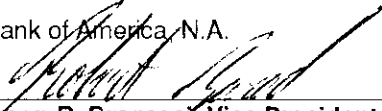
Subordinating Lender declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;
- (b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and

(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

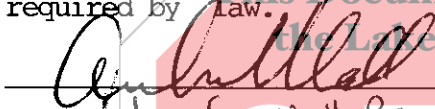
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

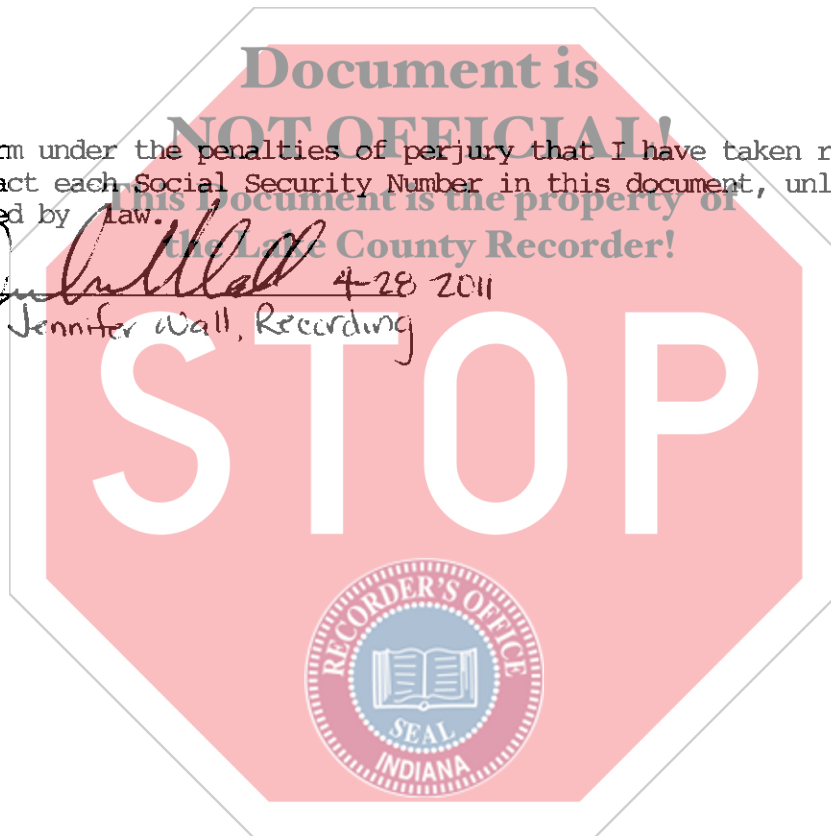
Bank of America, N.A.



Jason R. Bragazzi, Vice President, 19551
Robert Zarod

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.


4-28-2011
Jennifer Wall, Recording



ALL PURPOSE ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF COOK }

Robert Zarach

On 03/15/2011 before me, J.A. Parker (notary) personally appeared ~~Jason R. Bragassi, Vice President~~, of Bank of America, N.A. personally known to me (or proved 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.

WITNESS my hand and official seal

Signature

J.A. Parker



(NOTARY SEAL)

Document is NOT OFFICIAL!

This Document is the property of

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type Sub Agreement
Number of Pages 4 Date of Document 3/15/11
Signer(s) Other Than Named Above N/A

STOP



SCHEDULE "A"

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 85 PAGE 61, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY 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 25.63 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 15.09 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 20.06 FEET TO THE POINT OF BEGINNING, COMMONLY KNOWN AS 2907 CHURCHILL LANE, HIGHLAND, INDIANA.

PID 45-07-21-454-035.000-026

