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Reference: 484799800702

Account: XXX-XXX-XXX3416-1998

## SUBORDINATION AGREEMENT FOR

MORTGAGE (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 3/31/2011 Document is

Owner(s):

RICK DUDLEY NOT OFFICIAL!

This Document is the property of Current Lien Amount: \$44,000.00. the Lake County Recorder!

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: 727 LONGWOOD DR, LOWELL, IN 46356



SUBORDINATION ONLY\_IN 0000000000220935

CHECK # OVERAGE COPY\_ NON-COM \_ CLERK\_

**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.

RICK DUDLEY, AND LISA M DUDLEY, 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 (With Future Advance Clause) (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 5th day of October, 2005, which was filed in Instrument # 2005 095013 at page NA/ (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 RICK DUDLEY and LISA M DUDLEY (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 \$135,522.00 (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.

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.

SUBORDINATION ONLY\_IN 00000000000220935

Page 2 of 3

SUBORDINATING LENDER: Wells Fargo Bank, N.A.	
	2/21/2011
By (Signature)	<u>3/31/2011</u> Date
Christopher L. Wheeler	
(Printed Name)	
Officer	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
OTATE OF W	
STATE OF Virginia )	
)ss. COUNTY OF Roanoke )	
ossimi or moundid	
The foregoing Subordination Agreement was acknowledged before me, a notary	public or other official qualified to
administer oaths this 31 day of March 11 by Christopher L	
Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender p	ursuant to authority granted by its
Board of Directors. S/he is personally known to me or has produced satisfactory	proof of his/her identity.
Document is the prop	
the I(Notary Public) nty Record	der!
Embossed Hereon is My Commonwealth of VA Notary Public Seal - City of Roanoke	
My commission expires 01/31/2014	
Vanicta V. Hancock ID # 7054292	
This Instrument Prepared by:	
Wells Fargo P.O. Box 4149 MAC P6051-019	
Portland, OR 97208-4149	
1-800-945-3056  CALA TROHEN & WHEREEN	
CHRISTOPHEN L WHARIAN	
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WOJANA JULIA	

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Order ID: 11438948 Loan No.: 0322181819

# EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 21 in Carriage Crossing Subdivision, Unit Two, Phase 1, an Addition to Lowell, as per Plat thereof, recorded in Plat Book 93 Page 5, in the office of the Recorder of Lake County, Indiana.

Assessor's Parcel Number: 45-19-27-252-008.000-038

