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Reference: 514549041727263

Account: XXX-XXX-XXX0992-1998

**SUBORDINATION AGREEMENT FOR  
MORTGAGE (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 5/25/2011

Owner(s): JAMES M SMITH JR  
ANGELA L SMITH

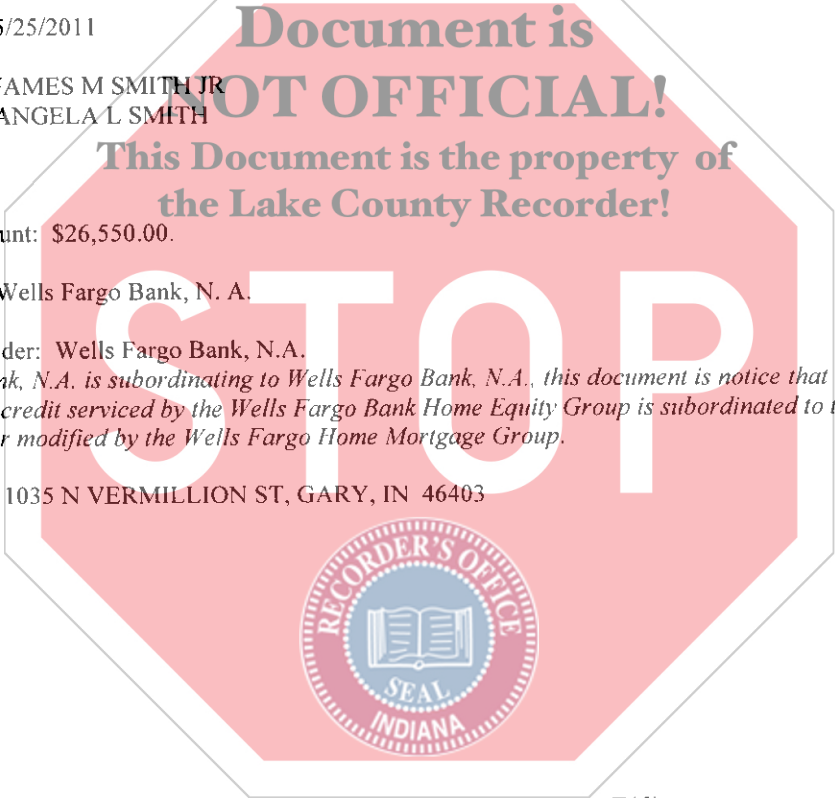
Current Lien Amount: \$26,550.00.

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: 1035 N VERMILLION ST, GARY, IN 46403



SUBORDINATION ONLY\_IN  
000000000239841

AMOUNT \$ 1700  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 900376062  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK RM

Page 1 of 3

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**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.

JAMES M SMITH JR AND ANGELA L SMITH, 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  
Recorded: 09/03/2003*

which document is dated the 22nd day of August, 2003, which was filed in Document ID# 2003 091123 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 JAMES M SMITH JR and ANGELA L SMITH (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 \$123,307.00 (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.

*To be record concurrently with Mortgage 07/29/2004*  
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.

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By *BE*  
(Signature)

5/25/2011  
Date

Barbara Edwards  
(Printed Name)

Work Director  
(Title)

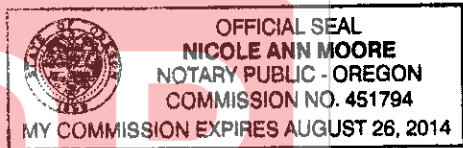
**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon, }  
COUNTY OF Washington }

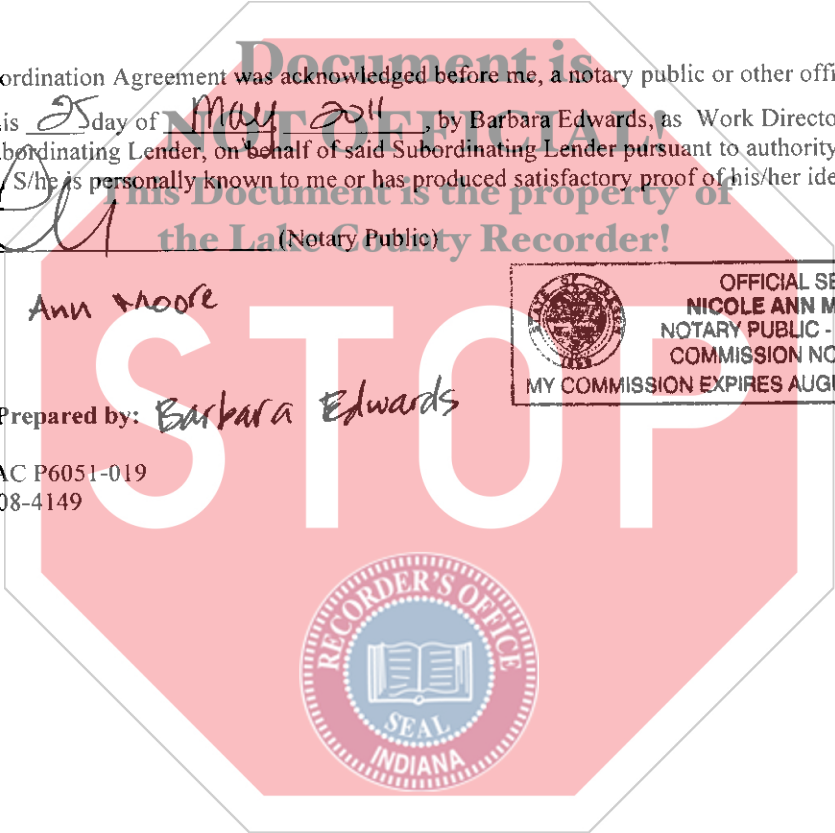
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 25 day of May, 2011, by Barbara Edwards, as Work Director of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

*Nicole Ann Moore*  
Nicole Ann Moore

(Notary Public)



This Instrument Prepared by: Barbara Edwards  
Wells Fargo  
P.O. Box 4149 MAC P6051-019  
Portland, OR 97208-4149  
1-800-945-3056



Order ID: 11779712  
Loan No.: 0326323847

**EXHIBIT A  
LEGAL DESCRIPTION**

The following described property:

Lot 14, except the North 15 feet thereof, and all of Lots 15, 16 and 17, in Block 14, in Lake Shore Addition to East Chicago, as per plat thereof, recorded in Plat Book 1 page 17, in the Office of the Recorder of Lake County, Indiana.

Assessor's Parcel Number: 45-05-33-208-007.000-004

