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STATE OF INDIANA
LAKE COUNTY
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MICHAEL FAJMAN
RECORDER

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

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Avenue 365 Lender Services, LLC
4000 Chemical Road
Suite 440
Plymouth Meeting, PA 19462

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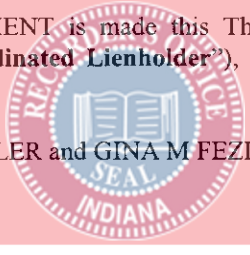
NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.



SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Thirtieth day of June, 2011, by Mortgage Electronic Registration Systems Inc. ("Subordinated Lienholder"), with a place of business at **4500 PARK GRANADA, CALABASAS, CA 91302-1613.**

WHEREAS, CHRISTOPHER M FEZLER and GINA M FEZLER executed and



AMOUNT \$ 20.00
CASH _____ CHARGE _____
CHECK # 22288
OVERAGE _____
COPY _____
NON-COM _____
CLERK UR E

1 REF

delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the “**Existing and Continuing Security Instrument**”) in the sum of \$27,416.00 dated 01/25/2007 , and recorded in Book Volume N/A, Page N/A, as Instrument No. 2007 008741, in the records of LAKE County, State of Indiana, 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 10426 ADLER COVE, ST JOHN, IN 46373 and further described on Exhibit "A," attached.

WHEREAS, CHRISTOPHER M FEZLER and GINA M FEZLER (“**Borrower**”) executed and delivered to Oswego Community Bank, (“**Lender**”), a deed of trust/mortgage in the principal amount not to exceed \$213,000.00, which deed of trust/mortgage (the “**New Security Instrument**”) is intended to be recorded herewith in the records of LAKE County, State of Indiana as security for a loan (the “**New Loan**”);

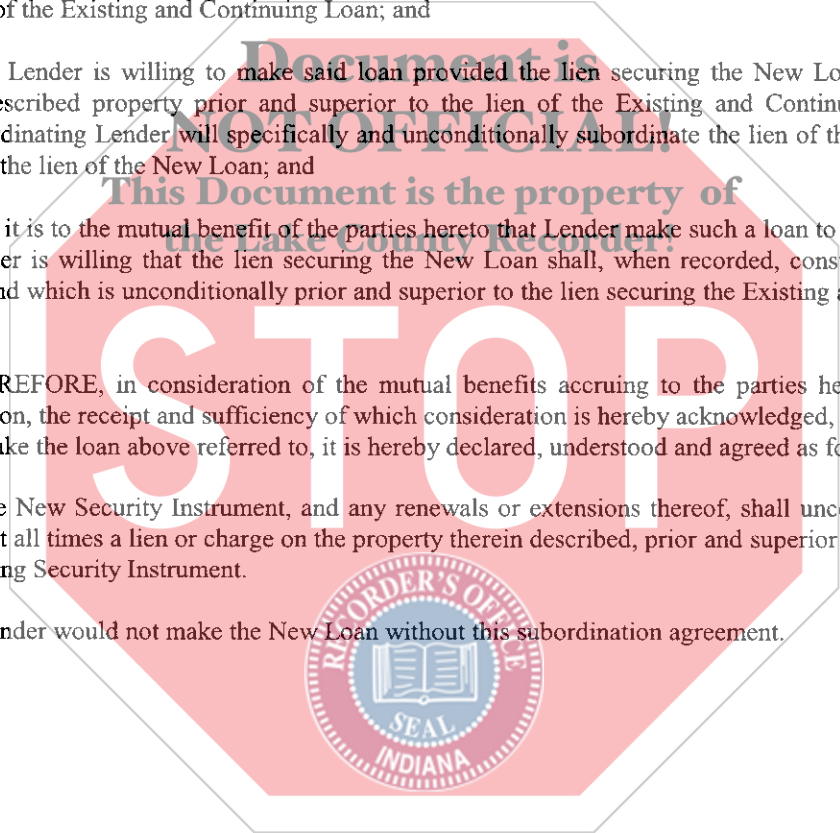
WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

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.

Mortgage Electronic Registration Systems Inc.


Kathy Clark, Vice President



CORPORATE ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

Before me, the undersigned, a Notary Public on this day personally appeared **Kathy Clark** known to me (or proved to me on the oath of Vice President), to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he or she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of June, 2011.

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STOP

(Personalized Seal)

Rosa B. Simpson

(Notary Public, State of North Carolina)

ROSA B. SIMPSON
Notary Public
Guilford County, NC



Rosa B. Simpson

(Print Name of Notary Public here)

My commission expires the 10th day of April, 2013

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF Indiana, AND IS DESCRIBED AS FOLLOWS:

TRACT 366: PART OF LOT U IN THE GATES OF ST. JOHN UNIT 5, BEING A SUBDIVISION OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 2006 IN PLAT BOOK 99 PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 66 DEGREES 22 MINUTES 36 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT, 139.64 FEET TO THE EAST LINE OF SAID LOT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NONTANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1030.00 FEET, HAVING A CHORD BEARING OF SOUTH 21 DEGREES 59 MINUTES 37 SECONDS WEST, 58.60 FEET; THENCE NORTH 69 DEGREES 38 MINUTES 11 SECONDS WEST 139.70 FEET TO THE WEST LINE OF SAID LOT; THENCE NORTH 20 DEGREES 59 MINUTES 14 SECONDS EAST, ALONG SAID WEST LINE, 42.22 FEET; THENCE NORTH 23 DEGREES 52 MINUTES 32 SECONDS EAST, ALONG SAID WEST LINE, 24.34 FEET TO THE PLACE OF BEGINNING, MORE COMMONLY KNOWN AS 10426 ADLER COVE ST. JOHN, IN.

BEING THE SAME PREMISES CONVEYED UNTO CHRISTOPHER M. FEZLER AND GINA M. FEZLER, HUSBAND AND WIFE, BY VIRTUE OF DEED FROM BLB ST. JOHN, LLC DATED JANUARY 25, 2007, RECORDED JANUARY 31, 2007 IN DOCUMENT NUMBER 2007 008739, LAKE COUNTY, IN.

