

5.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 068338

2011 DEC -1 AM 9:35

MICHAEL E. FAUMAN  
RECORDER

### SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

Boston National Title Agency, LLC  
129 W. Trade Street, 9th Floor  
Charlotte, NC 28202

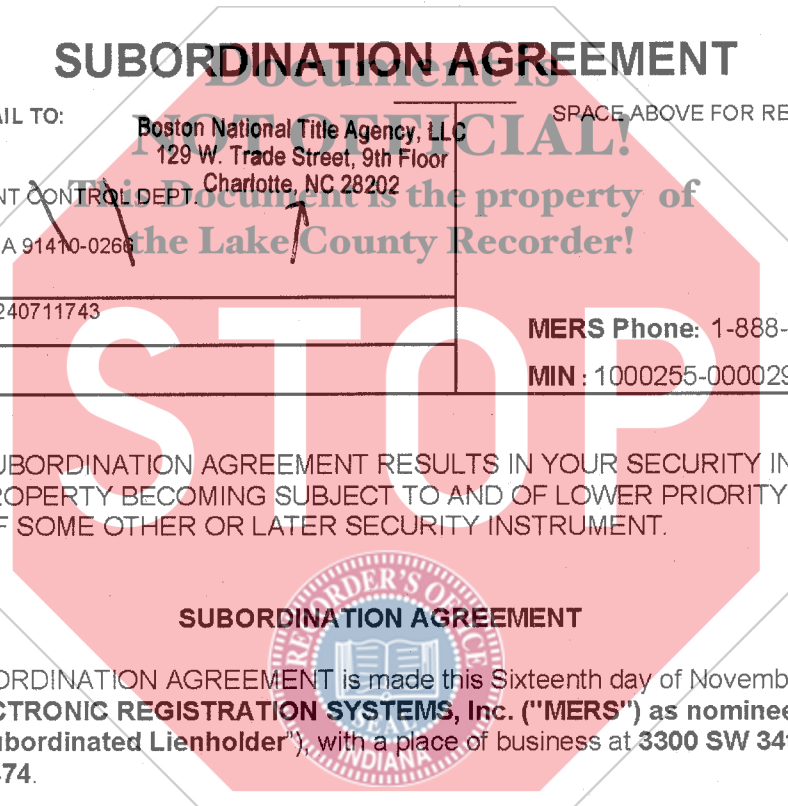
SPACE ABOVE FOR RECORDERS USE

MSN SV-79 DOCUMENT CONTROL DEPT.  
P.O. BOX 10266  
VAN NUYS CALIFORNIA 91410-0266

LOAN #: 213266718  
ESCROW/CLOSING#: 240711743

MERS Phone: 1-888-679-6377

MIN : 1000255-0000299644-3



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 Sixteenth day of November, 2011, by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS")** as nominee for **Bank of America, N.A. ("Subordinated Lienholder")**, with a place of business at **3300 SW 34th Street, Suite 101, Ocala, FL 34474**.

WHEREAS, MICHAEL L ROSE executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$25137.78 dated 01/19/2010, and recorded in Book Volume N/A, Page N/A, as Instrument No. 2010- 005472, 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 9301 LAKE SHORE DR, GARY, IN 46403 and further described on Exhibit "A" attached.

CHECK # 20  
CHARGE 108076  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK AO

*1- red #*

E

WHEREAS, MICHAEL L ROSE ("**Borrower**") executed and delivered to **Bank of America, N.A. ("Lender")**, a deed of trust/mortgage in the principal amount not to exceed \$115800.00, 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.

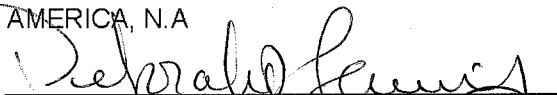
Subordinating Lender declares, agrees and acknowledges that

- (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.


MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for BANK OF AMERICA, N.A

  
Deborah D Lewis, Assistant Vice President

Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

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

  
Michelle Grist

**STOP**



ALL PURPOSE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA }  
COUNTY OF MECKLENBURG }

On (date) before me, Jennifer E. White (notary) personally appeared **Deborah D Lewis**, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for 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 Jennifer E. White is

**JENNIFER E WHITE**  
NOTARY PUBLIC  
MECKLENBURG COUNTY  
NORTH CAROLINA  
MY COMMISSION EXPIRES SEPT. 11, 2016

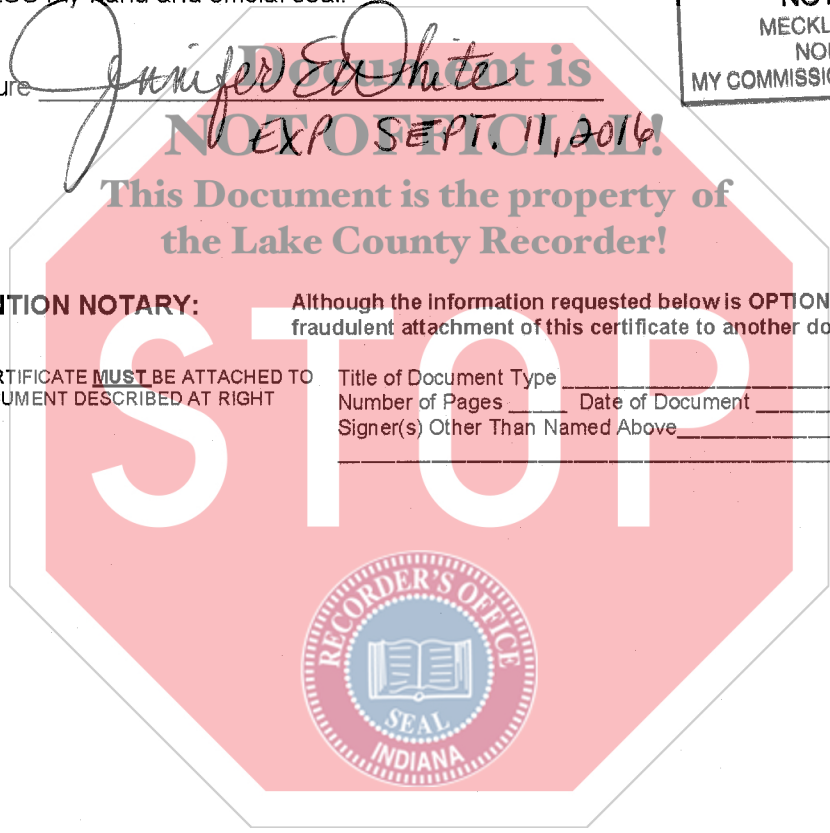
(NOTARY SEAL)

**Document is NOT VALID!  
NO POSTAL!  
EXP. SEPT. 11, 2016!**

**This Document is the property of  
the Lake County Recorder!**

**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 \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_



**EXHIBIT "A"**

**The following Real Estate in Lake County in the State of Indiana, to wit:**

**Lot 10 and the West 7-1/2 feet of Lot 9 in Block 6 in Lake Shore addition to East Chicago, in the City of Gary, Lake County, Indiana, commonly known as 9301 Lake Shore Drive, Gary IN 46403.**

**Being that parcel of land conveyed to Michael L. Rose from Susan P. Rose, a divorced woman and not remarried by that deed dated 7/21/1986 and recorded 8/29/1986 in deed Document No. 872082, of the Lake County, IN public registry. Note: Prior deed will be followed.**

**Tax ID# 45-05-33-228-001.000-004**

