

STATE OF INDIANA
LAKE COUNTY
CLERK OF RECORD

2012 057421

2012 AUG 24 AM 9:07

RECORDER

77916162
When Recorded Return To
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

Prepared by: Lisa M. Dowers

[Space Above This Line for Recording Data]

Reference 591323802015

Account: XXX-XXX-XXX7916-1998

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

Effective Date 7/7/2012

Owner(s) JOSEPH R KICHOT

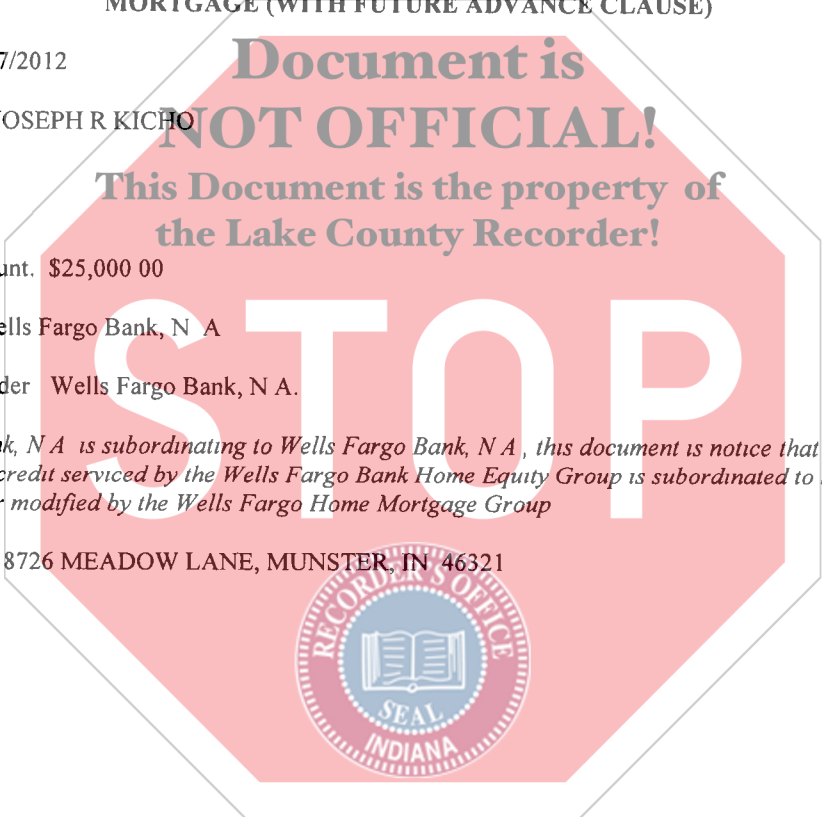
Current Lien Amount. \$25,000 00

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 8726 MEADOW LANE, MUNSTER, IN 46321



HE360 SUB - IN (rev 20120410)
000000000514185

Page 1 of 3

19:00
2 Rep # 15
0078818816
0078818817
42
E

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

JOSEPH R KICHO, A MARRIED PERSON (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 Exhibit A

which document is dated the 3rd day of March , 2003, which was filed in Document ID# 2003 026934 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 JOSEPH R KICHO (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 \$85,000 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

Form No 3301 (6/00)
Short Form Commitment, EAGLE
ASP-NO SUP

ORDER NO
FILE NO. 4003-1172179-12
LENDER REF 0343867362

Exhibit "A"

The land referred to in this policy is situated in the State of **Indiana**, County of **LAKE**, and described as follows

LOT 8, BLOCK 2, KNICKERBOCKER MANOR THIRD ADDITION, A SUBDIVISION IN THE CITY OF MUNSTER, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGE(S) 100, IN THE RECORDS IN THE OFFICE OF THE RECORDER OF LAKE COUNTY INDIANA.

APN # **18-28-0182-0008**

Being the same property conveyed to **Joseph R. Kicho** by deed from **Joseph R. Kicho and Joanne M. Kicho, Husband and Wife**, dated **5/31/2000**, filed **6/6/2000** and recorded in Deed as Inst No **2000039482** in **LAKE** County Records

