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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2012 06 | 228

2012 SEP 11 AM 9:49

MICHELLE R. FAJMAN  
RECORDER

**Recording Requested By/Return To:**

Wells Fargo  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9900

1202824

[Space Above This Line for Recording Data]

Reference: 185488751629511

Account: XXX-XXX-XXX7901-1998

**SUBORDINATION AGREEMENT FOR  
HOME EQUITY LINE OF CREDIT MORTGAGE**

Effective Date: 8/20/2012

Owner(s): MICHAEL R GARNEY  
LAURA L GARNEY

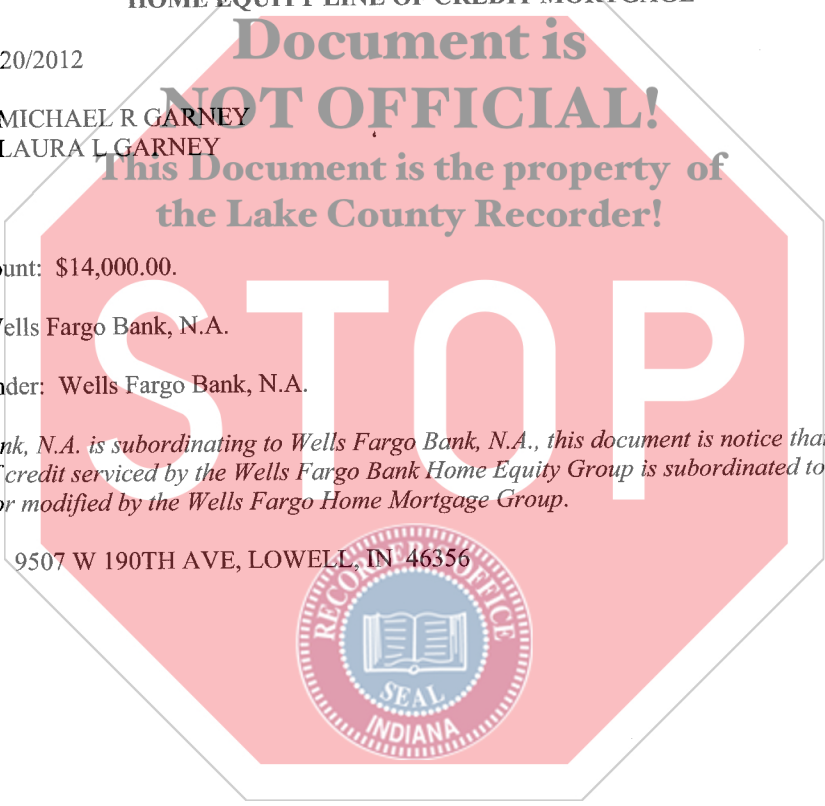
Current Lien Amount: \$14,000.00.

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: 9507 W 190TH AVE, LOWELL, IN 46356



Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY

HE360 SUB - IN (rev 20120410)  
000000000543416

AMOUNT \$ 20<sup>00</sup>  
CASH          CHARGE CT  
CHECK#           
OVERAGE           
COPY           
NON-CONF           
DEPUTY Am

1 ref

**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.

MICHAEL R. GARNEY AND LAURA L. GARNEY, 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 Home Equity Line Of Credit Mortgage (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 19th day of February, 2009, which was filed in Document ID# 2009 011520 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 MICHAEL R GARNEY and LAURA L GARNEY (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 \$222,000.00 (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.

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By Lisa M. Sowers  
(Signature)

AUG 20 2012  
Date

Lisa M. Sowers  
(Printed Name)

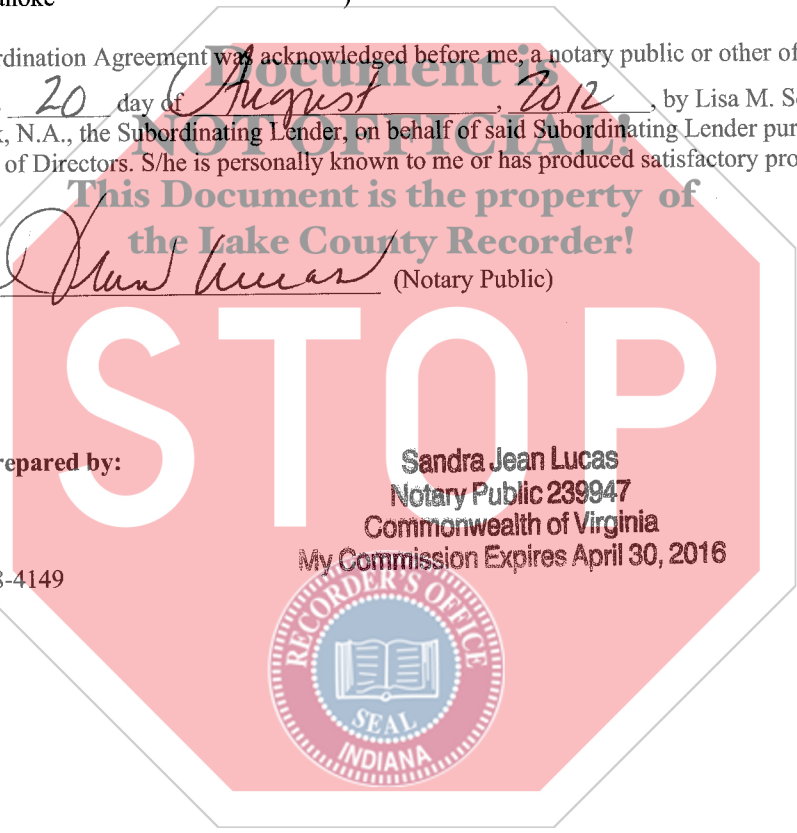
Officer  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Virginia )  
)ss.  
COUNTY OF Roanoke )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 20 day of August, 2012, by Lisa M. Sowers, as Officer 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.

Sandra Jean Lucas (Notary Public)



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

**Sandra Jean Lucas**  
Notary Public 239947  
Commonwealth of Virginia  
My Commission Expires April 30, 2016

**Exhibit A**

Reference Number: 185488751629511

**Legal Description:**



1202824

**EXHIBIT A**

PARCEL I: LOT NUMBERED 20 AS SHOWN ON THE RECORDED PLAT OF COUNTY HAVEN, UNIT 2 RECORDED IN PLAT BOOK 41, PAGE 109 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL II: PART OF LOT 12 IN COUNTRY HAVEN UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 39, PAGE 80, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH 31 DEGREES 36 MINUTES 38 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 12, 143.46 FEET; THENCE SOUTH 0 DEGREES 7 MINUTES 37 SECONDS WEST, 124.37 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE NORTH 88 DEGREES 23 MINUTES 22 SECONDS WEST ALONG SAID SOUTH LINE, 75 FEET TO THE PLACE OF BEGINNING.

