## AGREEMENT FOR SUBORDINATION OF MORTGAGE

This Agreement is made on the 21stday of August ,
2012, by and among the City of Hammond acting by and through the
Hammond Redevelopment Commission (the "Existing Mortgagee") and
Wells Fargo Home Loan (the "New Mortgagee") with an located
office at 2040 W. 95th St., Chicago, IL 60643 and Donald T.
Cole severally (the "Owner"), whose address is 3631 173rd Coltt,
Hammond, Indiana 46323.
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WHEREAS, Owner is the owner of a certain parcel of land
(the property) situated in the County of Lake, State of Indiana,
fully described as follows:
LOT 75 IN GRAND HESSVILLE HEIGHTS ADDITION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31, PAGE 87, IN THE OFFICE OF THE RECORDER
LOT 75 IN GRAND HESSVILLE HEIGHTS ADDITION, IN THE
CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN
OF LAKE COUNTY, INDIANA.
And S S S S S S S S S S S S S S S S S S S
WHEREAS, Owner, by an instrument dated 4th day of June,
2010, granted and conveyed to the Existing Mortgagee, a mortgage
encumbering the property (the "Existing Mortgage"), securing the
principal amount of One Thousand and Five Hundred 00/100 Dollars
(\$1500.00). The existing mortgage was recorded on the $4^{th}$ day of
August, 2010, as Document No. 2010-044913 in the Office of the
Recorder of Lake County, Indiana; and
AMOUNTS 272
CASH_CHARGE_CM
CHECK#
OVERAGE
COPY
12296 NON-CONF
DEPUTY

WHEREAS, Owner, by an instrument dated the September 13, 2012 , granted and conveyed to the New Mortgagee, a mortgage encumbering the property (the "New Mortgage") securing the principal amount of Eighty Nine Thousand Eight Hundred Ninety Seven and 00/100 Dollars (\$89,897.00) with interest, New Mortgage was recorded as Document No. 200-0000 in the office of the Recorder of Lake County, Indiana; and

WHEREAS, the parties desire that the lien of the Existing Mortgage shall be postponed in lien and operation to the full amount of the lien and operation of the new mortgage.

NOW, THEREFORE, in consideration of the sum of the balance due on the existing mortgage and other good and valuable considerations, the receipt of which is acknowledged by the Existing Mortgagee, the parties, intending to be legally bound, agree as follows:

This Document is the property of

- 1. In the event of any judicial sale of the property, the Existing Mortgage is subordinated and postponed in lien position, payment and/or distribution to the priority lien of the New Mortgage.
- 2. The subordination of the Existing Mortgage to the lien of the New Mortgage shall have the same force and effect as though the New Mortgage had been executed, delivered and recorded in the recording office prior to the execution, delivery and recording of the existing mortgage.
- 3. If any proceedings are brought by the Existing Mortgagee or its successors or assigns against the property, including foreclosure proceedings on the Existing Mortgage or to execute upon any judgment on the Note that it secures, the judicial sale in connection with such proceedings shall not discharge the lien of the New Mortgage.

4. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

Executed on this 21st day of August 2012 at Hammond, Indiana.

CITY OF HAMMOND by and through its Hammond Redevelopment Commission

Bv:

immie Lambert, President

ATTEST:

Miriam Soto-Pressley

Secretaryment is

NOT OFFICIAL!

This Document is the property of the Laby County Described:

Attest:

Donald T. Cole

9-13-12

## ACKNOWLEDGMENT

STATE	OF	INDIANA	)	
			)	SS:
COUNTY	OF	LAKE	)	

Before me, a Notary Public, in and for said County and State, personally appeared <u>Jimmie Lambert</u> and <u>Miriam Soto-Pressley</u>, personally known by me to be the President and Secretary of the Hammond Redevelopment Commission who severally acknowledged that as such President and Secretary executed at their free and voluntary act and as the free and voluntary act and deed of the City of Hammond, Indiana by and through its Hammond Redevelopment they executed the above and foregoing instrument for the uses and purposes set forth therein, on this <u>21st</u> day of August, 2012.

NOT OFFICIAL!

WITNESS my hand and notarial seal property of the Lake County Recorder!

Jenzifer Hinojosa, Notary Public

Lake County My Commission Expires July 31, 2015

My Commission Expires: 7/31/2015

County of Residence: Lake

STATE OF <u>INDIANA</u> )	
) SS:	
COUNTY OF LAKE )	
Before me, a Notary Public, in and for said County and	
State, personally appeared <u>DONALD T. COLE</u> personally	
known by me to be the of	
Wells Fargo Home loan, who severally acknowledged that as such	1
<b>Donald T. Cole</b> executed the above and foregoing document as	
their free and voluntary act and as the free and voluntary act	
and deed of the City of Hammond, Indiana by and through its	
Hammond Redevelopment Commission, for the uses and purposes se	et
forth therein, on this 21st day of August, 2012.	
WITNESS my hand and notarial seal. is	
NOT OFFICIAL!	
This Document is the property of	
the Lake Coultamanda J. Vella	
Notary Public CASSANDRA J. VELEZ	

My Commission Expires:

County of Residence: LAKE

NOVEMBER 27, 2014

STATE OF INDIANA)

, SS:
COUNTY OF LAKE )

Before me, a Notary Public, in and for said County and State, personally appeared **Donald T. Cole**, who individually acknowledged that he (she) executed the above and foregoing document as his(her) free and voluntary act, for the uses and purposes set forth therein, on this **21**<sup>st</sup> day of August, 2012.

WITNESS my hand and notarial seal.



This instrument was prepared by: Enslen, Green, & Kuchel, P.C. 5930 Hohman Avenue, Suite 120 Hammond, IN 46320