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2013 016778

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 MAR -6 AM 9: 12

MICHAEL B. BROWN  
RECORDER

Prepared by : Paulette Noyes  
RECORD AND RETURN TO:

Return To:  
LSI-LPS 15464388  
East Recording Solutions  
700 Cherrington Parkway  
Coraopolis, PA 15108

MIN 100020000344792464

**SUBORDINATION AGREEMENT**

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of the 7th day of January, 2013, by MERS, Inc. as nominee for Coldwell Banker Mortgage, 1 Mortgage Way, Mount Laurel, NJ 08054 ("Subordinating Party"), in favor of JP Morgan Chase Bank, N.A. ("Outside Lender").

WITNESSETH: That,

WHEREAS, Subordinating Party is the owner and holder of that certain Mortgage dated January 06, 2006, in the amount of \$26,380.00 executed by Mark D. Spears, a married man ("Borrower," which term includes all parties executing such instrument) in favor of MERS, Inc. as nominee for Coldwell Banker Home Loans, recorded in Instrument 2006 002400, of the public records of Lake County, state of Indiana, on 01/12/2006 (the "Subordinate Security Instrument"), which encumbers the following described real property; and

SEE ATTACHED "SCHEDULE A"

Hereinafter the "Property."

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

WHEREAS, Borrower is the owner of the Property and Outside Lender is extending a new loan to Borrower in the amount not to exceed \$96,900.00 (the "New Loan") which is also secured by a Mortgage that encumbers the Property, which security instrument is being recorded in said public records contemporaneously with the recording of this Agreement (the "Outside Lender Security Instrument"); and

WHEREAS, Outside Lender, as an express condition of its extending the New Loan to Borrower, requires that the Outside Lender Security Instrument be a valid first lien encumbrance against the Property superior in all ways to the Subordinate Security Instrument and that Subordinating Party unconditionally subordinate the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument in the manner hereinafter described;

NOW THEREFORE, in consideration of the premises which are hereby incorporated into this Agreement, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Outside Lender to make the New Loan to Borrower, Subordinating Party hereby unconditionally acknowledges and agrees with Outside Lender that:

\*"MERS" is a Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 1901 E Voorhees Street, Suite C, Danville, IL 61834, P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

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1. Subordinating Party hereby subordinates the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument and declares that the Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof, or substitutions therefore is and shall remain a first lien on the Property, prior and superior to the lien of the Subordinate Security Instrument, and shall be entitled to the same rights and privileges, both in law and equity, as it would have had if the Outside Lender Security Instrument had been executed, delivered, and recorded prior to the execution, delivery, and recordation of the Subordinate Security Instrument.

2. Any future advance of funds or additional debt that may be secured by the Subordinate Security Instrument shall be subject to the provisions of this Agreement. The Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof or substitutions therefore, are and shall remain a first lien on the Property, prior and superior to any lien for future advances of funds or additional debt secured by the Subordinate Security Instrument.

3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by Outside Lender and Subordinating Party. This Agreement shall be binding upon Subordinating Party and the heirs, legal representatives, successors, and assigns of Subordinating Party and shall inure to the benefit of, and shall be enforceable by, Outside Lender and its successors and assigns. Subordinating Party waives notice of Outside Lender's acceptance of this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

Name: Adrian Paul

Name: Ashton Fleming

STATE OF NEW JERSEY)

COUNTY OF BURLINGTON)

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2013, by Kimberly DiLeo, who is Assistant Vice President of MERS, Inc. as nominee for Coldwell Banker Mortgage, on behalf of the corporation.

Notary Public, State of New Jersey

Loan#: 0034479246

Order No.: **15464388**  
Loan No.: 1176023697

**Exhibit A**

The following described property:

The South 45.40 feet of Lot 25, by parallel lines as measured along the East line thereof, in Mesa Ridge, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 96 Page 55, in the Office of the Recorder of Lake County, Indiana.

Assessor's Parcel No: - 45-12-21-383-002.000-030

