

2013 017682

2013 MAR -8 AM 11:01

MICHAEL D. BROWN  
RECORDER

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Reference: 504703250743

Account: XXX-XXX-XXX3638-1998

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

Effective Date: 1/22/2013

Owner(s): HECTOR MENDOZA  
LISA D MENDOZA

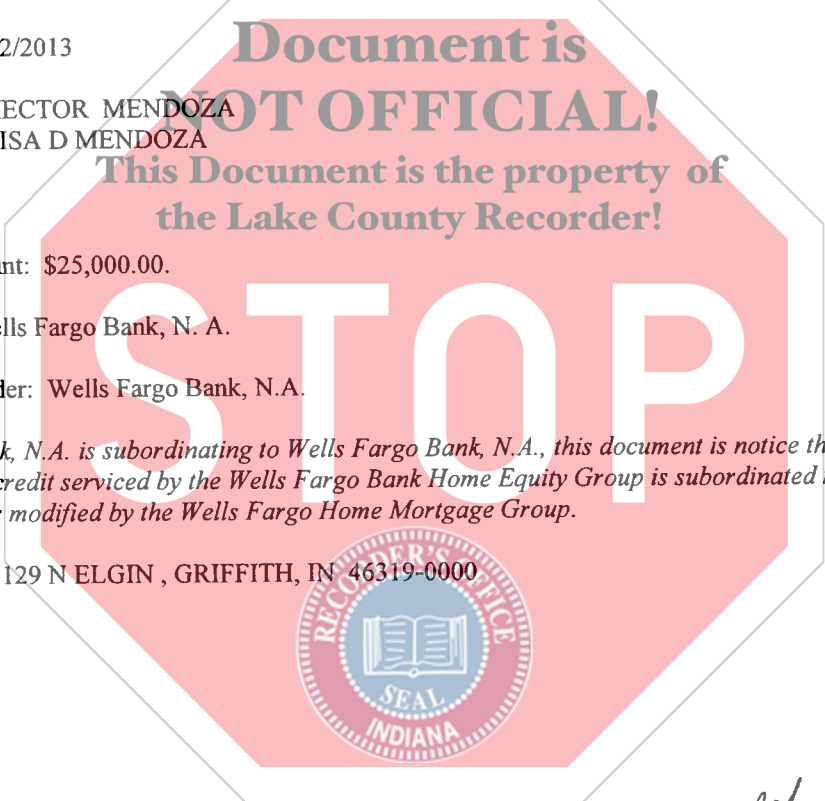
Current Lien Amount: \$25,000.00.

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: 129 N ELGIN , GRIFFITH, IN 46319-0000



19<sup>00</sup>  
900751761  
RM  
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**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.

HECTOR MENDOZA, AND LISA D MENDOZA, 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 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 <sup>15th JT</sup>~~23rd~~ day of March, 2004, which was filed in Document ID# 2004 029850 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 HECTOR MENDOZA and LISA D MENDOZA (individually and collectively "Borrower") by the Subordinating Lender. \* recorded 4/13/2004

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$129,236.00 (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. \*2/28/13 2013-017681

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 Rene Curry*  
(Signature)

JAN 22 2013  
Date

Lisa Rene Curry  
(Printed Name)

Assistant Vice President  
(Title)

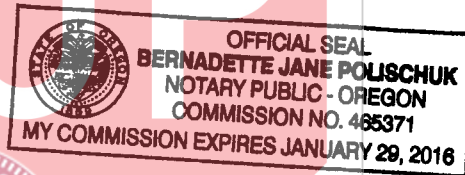
**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )  
 )ss.  
COUNTY OF Washington )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 22 day of Jan, 2013, by Lisa Rene Curry, as Assistant Vice President 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.

*Bernadette Jane Polischuk*  
(Notary Public)  
Bernadette Jane Polischuk

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



Order ID: 15917774  
Loan No.: 0356908954

**EXHIBIT A  
LEGAL DESCRIPTION**

The following described property:

Lot 19 in Resubdivision of Lots 1 to 12, both inclusive, Lots 14, 15, 18 to 20, both inclusive, and Lots 22 to 63, both inclusive, in Block 1, and Lots 5 to 20, both inclusive in Block 4, in Ridgewood Addition, to the Town of Griffith, as per plat thereof, recorded in Plat Book 69, Page 47, and as amended by Certificate of Amendment recorded December 5, 1990 as Document No. 137533, and further amended by Certificate of Correction recorded December 12, 1991 as Document No. 91063582, in the Office of the Recorder of Lake County, Indiana.

Assessor's Parcel Number: 45-07-34-455-004.000-006

