Prepared By
Wells Fargo Home Mortgage 8480 Stagecoach Circle MAC X3802-03A Frederick MD 21701-4747 Prepared by: Betty Early RCTURN B

2013 029603

Recording Information:

2013 APR 25 AM 10: 05

MICHALL LENGTH RECORDER

Chicago Title
ServiceLink Division 4000 Industrial Blvd Aliquippa PA 15061

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Subordination Agreement

THIS AGREEMENT is made and entered into on this 16th of January by Mortgage Electronic Registration Systems, Inc. "MERS" PO Box 2026 Flint MI 48501-2026 (hereinafter referred to as "Beneficiary") in favor of JP Morgan Chase Bank, N.A. it's successors and assigns (hereinafter referred to as "Lender").

WITNESSETH

WHEREAS, Mortgage Electronic Registration Systems, Inc did loan Ricky Carson and Stella Carson ("Borrower") the sum of \$25,000 which loan is evidenced by a promissory note dated April 13,2007 executed by Borrower in favor of MERS as nominee for American Mortgage Network, Inc., a Delaware Corporation and is secured by a Deed of Trust even date therewith (the "Deed of Trust") covering the property described therein and recorded as Instrument # 2007033909 Book n/a Page n/a of the real property records in the office of Lake County, State of Indiana and Concurrently here with

WHEREAS, Borrower has requested that Lender lend to it the sum of \$79,215 (not to exceed), such loan to be evidenced by the promissory note dated FCB 22, 2013 executed by Borrower in favor of Lender and secured by a Mortgage of even date therewith (the "New Mortgage") covering in whole or in part of the property covered by the Mortgage: and 2013-629402

WHEREAS, <u>Lender</u> has agreed to make a loan to the Borrower, if, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage of Lender.

NOW, THEREFORE, in consideration of One Dollar and in consideration for the premises and for other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, and in order to induce Lender to make the Loan above referred to, Beneficiary agrees as follows:

- 1. The New Mortgage and the note secured thereby and the debt evidenced by such and any and all renewals and interest payable on all of said debt and on any and all such renewals and extensions shall be and retain at all times a lien or charge on the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of Beneficiary.
- 2. Beneficiary acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of Lender and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

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- 3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement and all prior negotiations are merged into this agreement.
- 4. This agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties.

This subordination agreement shall become invalid in the event that the new loan amount exceeds \$79,215.

> BENEFICIARY: Mortgage Electronic Registration Systems, Inc. "MERS"

Vice President

State of Maryland

County of Frederick

Document is

I, the undersigned authority, Notary Public in and for said County, in said State, hereby certify that Ralph L. Hall whose name as Vice President, of MERS is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of said instrument, (s) he as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation. the Lake County Recorder!

Given under my hand and official seal this the 16th day of January 2013.

My Commission Expires:

"I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."

Printed Name of Agent: Theodore Nichols

** Remember that this statement has to be placed at the end of every document. **



LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN CITY OF GARY, LAKE COUNTY, STATE OF INDIANA, AS DESCRIBED IN DEED DOC # 2000029892, ID# 45-08-32-404-005.000-001, BEING KNOWN AND DESIGNATED AS: LOT 24 IN WOODS PARK, UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 27, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PROPERTY ADDRESS: 2105 W 50TH AVE, GARY, IN 46408.

BY FEE SIMPLE DEED FROM FRANCISCO MENDEZ AS SET FORTH IN DOC # 2000029892 DATED 04/28/2000 AND RECORDED 05/02/2000, LAKE COUNTY RECORDS, STATE OF INDIANA.

