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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 033039

2013 MAY 10 AM 9:33

MICHAEL B. BROWN  
RECORDER

### Subordination Agreement

The undersigned ("Subordinating Party") is the holder of a Mortgage or UCC Financing Statement, herein known as a "Security Instrument", in the amount of \$ 3,479.00 recorded on September 8, 2010 as document/book number 2010 000495 in the county of Lake, in the state of Indiana granted by Lestavia and William Powell herein known as "Borrower", granting Subordinating Party a security interest in the following described property ("Property"):

[Legal Description Attached]

WELLS FARGO BANK, N.A., herein known as "Lender", has granted or will grant to Borrower an extension of credit or other financial accommodation to be secured by a lien ("Lien") on the aforementioned Property.

In consideration of Lender's granting to Borrower an extension of credit or other financial accommodation and in consideration of other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, the undersigned does hereby subordinate its interest, right and title granted by the aforementioned Security Instrument to the aforementioned Lien, not to exceed the total amount of \$ 122,000.00, provided the Lien is secured by a properly recorded Mortgage or Deed of Trust granted by Borrower to Lender on the above described Property and except with respect to Protective Advances described below. The Subordinating Party expressly reserves all right, title and interest in the Property granted by the Security Instrument as to any person other than Lender or Lender's assignees.

If the Subordinating Party makes advances of funds in performance of an obligation of the Borrower pursuant to the Subordinating Party's Security Instrument (Protective Advances") and, if paid with the written consent of the Lender, such Protective Advances shall be secured by the Subordinating Party's Security Instrument and shall be given priority to and be superior to the aforementioned Lien granted to Lender.

Lender shall have prior rights as to Subordinating Party pursuant to the aforementioned properly recorded Lien as to proceeds arising as a result of the following: the exercise of eminent domain against all or any part of the Property, all rents, income, and profits, all amounts received for the taking of all or any part the Property by condemnation

FIDELITY NATIONAL  
TITLE COMPANY

92013-0836

Fidelity- Highland 920130836

16 Ref  
AO  
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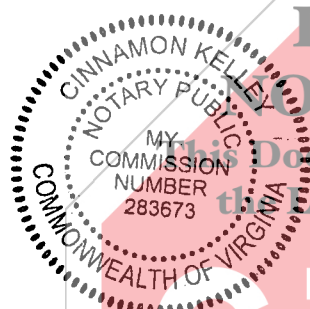
proceedings, all compensation received as damages for injury to all or any part of the Property, all proceeds from insurance on improvements to the Property, and all net proceeds from a foreclosure against the Property, including a deed given in lieu of foreclosure.

This agreement is binding on the successors and assigns of both the Subordinating Party and the Lender. This Subordination Agreement is executed this 8<sup>th</sup> day of April on behalf of Tidewater Finance Company by its officers:

Viola Williams (Seal) \_\_\_\_\_ (Seal)  
Viola Williams  
Title: Contact Resolution Manager Title: \_\_\_\_\_

State of Virginia }  
City of Virginia Beach } ss.  
County of Virginia Beach }

This instrument was acknowledged before me on 4-8-13 by Viola Williams and \_\_\_\_\_ as officers of Tidewater Finance Company



Cinnamon Kelley  
Cinnamon Kelley  
Notary Public, State of Virginia  
My Commission (Expires) (Is) 2/28/15

Return to:  
Wells Fargo  
PO Box 31557  
Billings, MT 59107-9900

This instrument was drafted by:  
Viola Williams  
Wells Fargo  
PO Box 4149  
Portland, OR 97208-4149

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

[Signature]



920130836

**EXHIBIT A**

Lot 22, except the North 25 feet thereof, and the North 15 feet of Lot 21, Block 3, Wisteria, IN the City of Hammond, as shown in Plat Book 29, page 4, in Lake County, Indiana.

Parcel No. 45-07-18-178-049.000-023

