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2013 048441

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 JUL -3 AM 9:01

MICHAEL B. BROWN  
RECORDER

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Reference: 229863820654

Account: XXX-XXX-XXX1479-1998

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

Effective Date: 5/6/2013

Owner(s): DARRELL W LOWE  
JULIE A LOWE

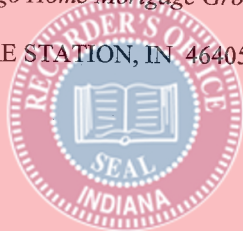
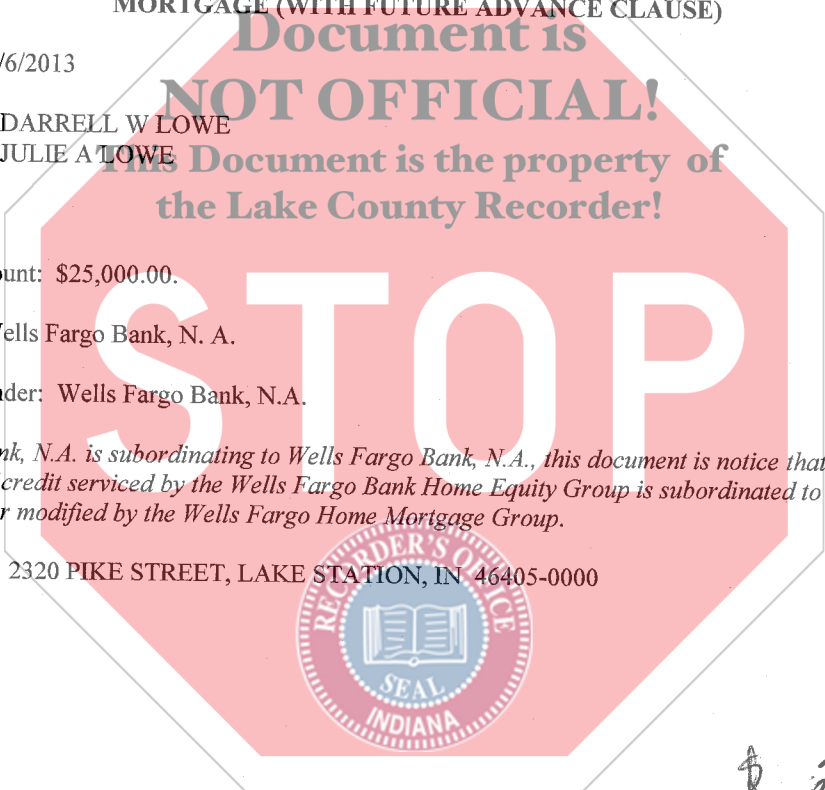
Current Lien Amount: \$25,000.00.

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: 2320 PIKE STREET, LAKE STATION, IN 46405-0000



\$ 20.00  
cfe-900793449  
900793474  
1 REF DJ

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00 seconds East and parallel to the West line of said Block 49 a distance of 53.53 feet more or less to the Southerly line of the Northeastern part of block 49, thence South 63 degrees 42 minutes 30 seconds West along said Southerly line, 62.71 feet; thence Northwesterly to the point of beginning.

Assessor's Parcel Number: 45-09-17-255-003.000-021



**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.

DARREL W. LOWE, AND JULIE A. LOWE, 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 28th day of June, 2004, which was filed <sup>recorded 7/6/2004</sup> in Document ID# 2004 056590 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 DARRELL W LOWE and JULIE A LOWE (individually and collectively "Borrower") by the Subordinating Lender.

\* 6/25/2013  
The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$79,263.56 (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.

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.

## EXHIBIT A LEGAL DESCRIPTION

The following described property:

Parcel 1:

That part of the Northeast Quarter of Section 17, Township 36 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Commencing at a point on the Northerly right of way line of the Michigan central railroad which is 45 feet Westerly of the Southwest corner of the Michigan Central Station Grounds; thence Northwesternly at right angles a distance of 160 feet to the point of beginning of the parcel herein described; thence northwesterly along the Westerly line of pike street, which is parallel to the Westerly line of the said station grounds distance of 180.13 feet more or less to the South line of 23rd Avenue, thence west along the South line of 23rd Avenue a distance of 44.77 feet more or less to a point which is 170 feet east of the center line of park street (formerly Blackstone Street); thence south a distance of 59.6 feet more or less, to the Southerly line of the Northerly part of block 49 of Sexton Addition to Lake Station (formerly East Gary); thence Westerly along said Southerly line a distance of 62.71 feet more or less, to fixed property line between J.F. Smith and Charles Oden (deceased); thence Southeasterly along said fixed property line a distance of 122.94 feet more or less, to a point on a line which is 160 feet northerly of at right angles to the Northerly right of way line of the Michigan Central Railroad; thence Easterly along said line 160 feet northerly of said railroad distance of 119.88 feet more or less to the place of beginning.

Parcel 2:

Part of the Northeast Quarter of Section 17, Township 36 North, Range 7 West of the 2nd p.m. And part of block 49 in Sexton Addition to Lake Station (formerly East Gary), as shown in Plat Book 14, Page 17, in the Office of the Recorder of Lake County, Indiana described as follows:

Commencing at the point of intersection of the West line of said Block 49 (also the center line of park street) and the South line of 23rd Avenue; thence easterly along the South line of 23rd Avenue, 89.0 feet to the point of beginning of this described parcel; thence continuing Easterly along the South line of 23rd Avenue, 81.0 feet; thence South 00 degrees 00 minutes

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By *Lynda F. McDowell*  
(Signature)

MAY 07 2013

Date

Lynda F. McDowell  
(Printed Name)

Assistant Vice President  
(Title)

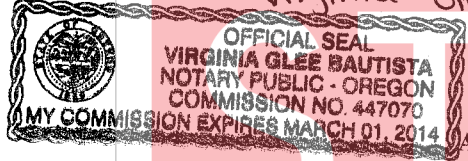
**FOR NOTARIZATION OF LENDER PERSONNEL**

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 7 day of May, 2013, by Lynda F. McDowell, 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.

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

Virginia Glee Bautista (Notary Public)  
Virginia Glee Bautista



Affirmation

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.

*Lynda F. McDowell*  
(Signature)  
Lynda F. McDowell  
(Print Name)



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