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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 056608

2013 AUG -1 AM 10: 28

MICHAEL B. BROWN  
RECORDER

**Recording Requested By/Return To:**

Wells Fargo  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9900

[Space Above This Line for Recording Data]

Reference: 427917351341516

Account: XXX-XXX-XXX1357-1998

**SUBORDINATION AGREEMENT FOR  
HOME EQUITY LINE OF CREDIT MORTGAGE**

Effective Date: 6/25/2013

Owner(s): EDWARD J KALUZA JR  
DENISE L KALUZA

**Document is NOT OFFICIAL!**  
**This Document is the property of  
the Lake County Recorder!**

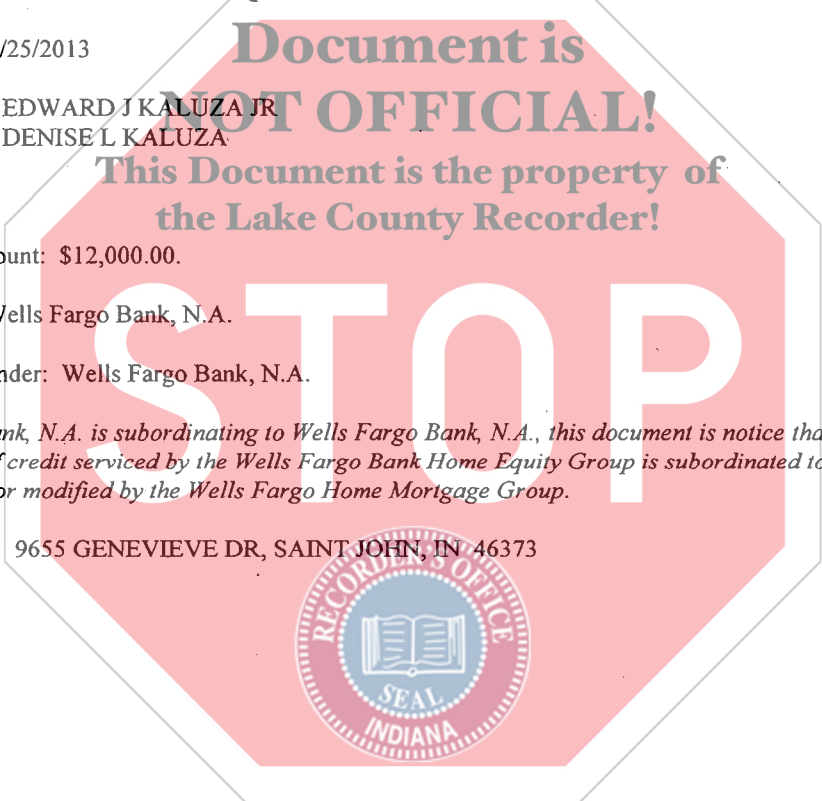
Current Lien Amount: \$12,000.00.

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 Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.*

Property Address: 9655 GENEVIEVE DR, SAINT JOHN, IN 46373



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Page 1 of 3  
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P.P.

**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.

EDWARD J KALUZA JR AND DENISE L KALUZA, 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 Home Equity Line Of Credit Mortgage (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 21st day of December, 2007, which was filed in Document ID# 2008 001420 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 EDWARD J KALUZA JR and DENISE L KALUZA (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$322,000.00 (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.

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 *Jamie Ann Marchetti*  
(Signature)

06/25/13  
Date

Jamie Ann Marchetti  
(Printed Name)

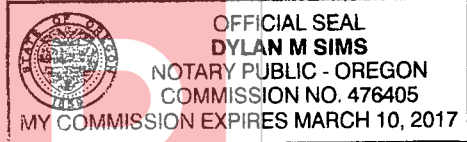
Vice President Loan Documentation  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )  
 )ss.  
COUNTY OF Multnomah )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 25th day of JUNE, 2013, by Jamie Ann Marchetti, as Vice President Loan Documentation 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.

*[Signature]* This Document is the property of  
(Notary Public) the Lake County Recorder!



**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.

*Jamie Ann Marchetti*  
(Signature)  
Jamie Ann Marchetti  
(Print Name)



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

Exhibit "A"

Legal Description: Lot 124 in Bramblewood, Unit 3, an addition to the Town of St. John, as per plat thereof, recorded in Plat Book 95, Page 54, in the Office of the Recorder of Lake County, Indiana.

Being the same property conveyed to Edward J. Kaluza Jr and Denise L. Kaluza, husband and wife by deed dated 2-6-06 and recorded 2-13-06 as Instrument No. 2006-011233 in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 9655 Genevieve Dr

Saint John, IN 46373

Tax I.D. Number: 45-11-31-155-005.000-035

