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MICHAE BAOWN RECORDER

WHEN RECORDED, RETURN TO:

Nationstar Mortgage LLC 2617 College Park, Subordinations Scottsbluff, NE 69361

Recording requested by: LSI When recorded return to: **Custom Recording Solutions** 5 Peters Canyon Road Ste. 200 Irvine, CA 92606 E162052411 800-756-3524 Ext. 5011

0612305367 JOHNSON

MIN: 100015700075428884

This instrument was prepared by: Toni Cardona 2417 College PLAK
Scottsbin ff NE 49341

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

day of September 2013 by This Subordination Agreement is made and entered into as of the and between Mortgage Electronic Registration Systems, Inc., as nominee for COUNTRYWIDE HOME LOANS, INC. A CORPORATION (hereinafter "Subordinating Lienholder") JEROME A JOHNSON (hereinafter referred to as "Borrower", whether one or more), in favor of Nationstar Mortgage LLC, ISAOA (hereinafter "Lender").

This Document of

THAT WHEREAS, Borrower did execute a mortgage, deed of trust or other security instrument (the "Prior Security Instrument") in the amount of \$13,600.00 dated January 8, 2007, in favor of Subordinating Lienholder, covering the following described parcel of real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. SUBJECT TO COVENENTS OF RECORD.

which Prior Security Instrument was recorded as Instrument No. 2007-009845 in the official lien records of Lake County, State of Indiana; and

WHEREAS, Borrower has executed or is about to execute an additional mortgage, deed of trust or security instrument (the "Current Security Instrument") securing a note not to exceed the sum of \$53,200.00, dated 10 | 22] ____, 2013, in favor of Lender payable with interest and upon the terms and conditions described therein, which Current Security Instrument is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that the lien of such loan shall unconditionally be and remain at all times a lien or charge upon the land hereinabove described, prior and superior to the lien or charge of the loan first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Current Security Instrument securing the same constitute a lien or charge upon the above described property prior and superior to the lien or charge of the Prior Security Instrument and provided that Subordinating Lienholder will specifically and unconditionally subordinate the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Borrower; and Subordinating Lienholder has agreed that the Current Security Instrument securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Prior Security Instrument.

NOW, THEREFORE, in consideration of the premises, and the mutual benefits accruing to the parties hereto, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

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- (1) Subordinating Lienholder does hereby unconditionally subordinate the lien of the Prior Security Instrument to the lien of the Current Security Instrument in favor of Lender, and all advances or charges made or accruing thereunder, including any extensions or renewals thereof.
- (2) Subordinating Lienholder acknowledges that prior to the execution hereof, Subordinating Lienholder has had the opportunity to examine the terms of Lender's Current Security Instrument, note and agreements relating thereto, consent to and approves same, and recognizes that Lender has no obligation to Subordinating Lienholder to advance any funds under its Current Security Instrument or see to the application of Lender's funds, and any application or use of such funds for purposes other than those provided for in such Current Security Instrument, note or agreements shall not defeat the subordination herein made in whole or in part.
- (3) Lender would not make its loan above described without this agreement.
- (4) This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender above referred to, and shall supersede and preempt any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Prior Security Instrument, which provide for the subordination of the lien or charge thereof to any other security interest, mortgage or mortgages thereafter created.
- (5) Subordinating Lienholder is the current holder or beneficiary of the Prior Security Instrument and has full power and authority to enter into this agreement.
- (6) The undersigned signing on behalf of Subordinating Lienholder has full power and authority to execute this agreement.
- (7) The heirs, administrators, assigns, and successors in interest of the Subordinating Lienholder shall be bound by this agreement.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION, WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

SUBORDINATE LIEN HOLDER MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRY WIDE HOME LOANS, INC. A CORPORATION JEROME A. JOHNSON Trish Aberle Assistant Secretary (ALL SIGNATURES MUST BE ACKNOWLEDGED) STATE OF NEBRASKA) SS. **COUNTY OF SCOTTS BLUFF** On the <u>1</u>3 day of September 2013, personally appeared before me Trish Aberle; Assistant Secretary of Nationstar Mortgage LLC, for Mortgage Electronic Registration Systems, Inc., as nominee for COUNTRY WIDE HOME LOANS, INC. A CORPORATION personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. GENERAL NOTARY-State of Nebraska JENNIFER J GANNON Witness my hand and official seal My Comm. Exp. May 22, 2017 My appointment expires: May 22, 2017 lennifer J. **H**anno**n**, No<mark>tary Public</mark> 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 Koish New Lo.

Order ID: 16205211 Loan No.: 259431292

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Real Estate in Lake County, in the State of Indiana:

Lot 7 (except the West 20 feet thereof) and all of Lot 8, Block 3 in Gary-Heights, in the City of Gary, as per Plat thereof, recorded in Plat Book 20 Page 13, in the Office of the Recorder of Lake County, Indiana.

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