2014 010918

STATE OF INDIANAL LAKE COUNTY FILED FOR RECORD

2014 FEB 25 AM 8: 44

MICHAEL S. BROWN RECORDER

SUBORDINATION AGREEMENT

The undersigned ("Subordinating Party") is the holder of a Mortgage or Deed of Trust, herein known as a "Security Instrument", dated January 23, 2007, in the amount of \$40,000.00 recorded on February 13, 2007 as document/book number 2007012741 in the County of LAKE, in the state of Indiana granted by SEAN R TERWILLIGER AND MICHELLE A TERWILLIGER herein known as "Borrower", granting Subordinating Party a security interest in the following described property ("Property"):

LOT 86, IN BROOKSIDE PHASE NO. 2 AS PER PLAT THEREOF, RECORDED IN PLAT ABOOK 82, PAGE 36, AND CORRECTIVE AMENDMENT RECORDED SEPTEMBER 24, 2001 AS DOCUMENT NO. 2001070371, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

[Legal Description Continued on Reverse Side] Million Limit Mark M&T BANK, ISAOA ATIMA, 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 and sufficiency of which are hereby acknowledged, the undersigned does hereby subordinate it's interest, right and title granted by the aforementioned Security Instrument to the aforementioned Lien, not to exceed the total amount of \$131,706.00, provided that 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 Lieu 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 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 27th day of January, 2014 on behalf of BMO Harris Bank N.A. by its officers:

Julie M. Westbrook

Title: Assistant Vice President

Susan J. Nuernberg Title: Vice President (Seal)

State of Wisconsin

County of Milwaukee

SS.

This instrument was acknowledged before me on the 27th day of January, 2014, by Julie M. W

J. Nuernberg as officers of BMO Harris Bank N.A..

JANET L. WENTLANDT NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin

My Commission (Expires) (Is) 2/8//3

This instrument was drafted by: Angela Piper

1200 WILLIAM 1021

Return To: BMO Harris Bank N.A.

1200 Warrenville Road Naperville, IL 60563

Boston National Title LLC 129 W Trade Street, 9th Floor Charlotte, NC 28202

[Legal Description Continued from Front Side]

TAX ID#45-16-04-208-013.000-042



EXHIBIT "A"

The following described real estate in Lake County, State if Indiana:

Lot 86, in Brookside Phase No. 2 as per plat thereof, recorded in Plat Book 82, page 36, and Corrective Amendment recorded September 24, 2001 as Document No. 2001070371, in the Office of the Recorder of Lake County, Indiana.

Tax ID #45-16-04-208-013.000-042

