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Recording requested by:
Timios, Inc.
Order No.: 955734

2014 030171

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 MAY 27 AM 9:26

MICHAEL B. BROWN
RECORDER

AND WHEN RECORDED MAIL TO:

Timios, Inc
5716 Corsa Ave, Suite 102
Westlake Village, CA 91362

SUBORDINATION AGREEMENT

↑ R# 968232
MIN#: 100015700059243879
MERS 800# (1-888-679-6377)
Prepared By: Angie Helmick

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.

THIS AGREEMENT, made this 5TH day of May, 2014 by **JASON D FROST and JANNA FROST, Husband and Wife, as tenants by the entireties**, owner of the land hereinafter described and hereinafter referred to as "Owner" and **Mortgage Electronic Registration Systems, Inc., as Nominee for COUNTRYWIDE HOME LOANS INC**, its successors and/or assigns, present owner and holder of the mortgage/deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary",

WITNESSETH

THAT WHEREAS, **JASON D FROST** did execute a mortgage/deed of trust, dated 11/04/2005 to **Mortgage Electronic Registration Systems, Inc., as Nominee for COUNTRYWIDE HOME LOANS INC**, its successors and/or assigns, as trustee, covering:

19122 CLAY ST, HEBRON, IN 46341-9347

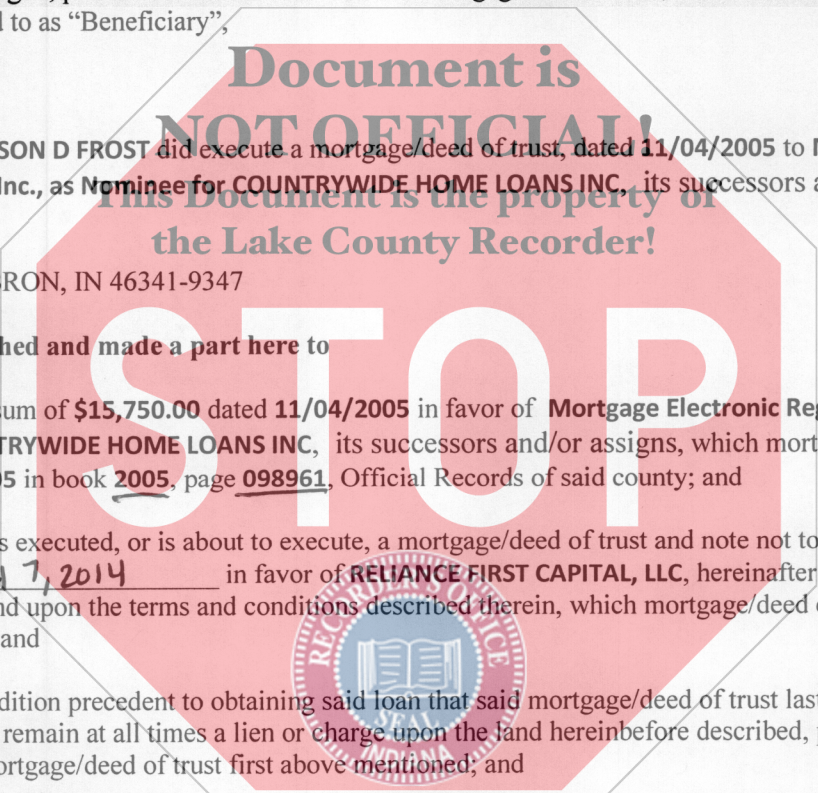
See Exhibit "A" attached and made a part here to

to secure a note in the sum of **\$15,750.00** dated 11/04/2005 in favor of **Mortgage Electronic Registration Systems, Inc., as Nominee for COUNTRYWIDE HOME LOANS INC**, its successors and/or assigns, which mortgage/deed of trust was recorded on 11/09/2005 in book 2005, page 098961, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a mortgage/deed of trust and note not to exceed the sum of \$ **\$78,450.00** dated May 7, 2014 in favor of **RELIANCE FIRST CAPITAL, LLC**, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage/deed of trust is to be recorded concurrently herewith; and

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

WHEREAS, lender is willing to make said loan provided the mortgage/deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the mortgage/deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the mortgage/deed of trust first above mentioned to the lien or charge of the mortgage/deed of trust in favor of Lender; and



\$18
1 ref CK# 346104
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WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the mortgage/deed of trust 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 mortgage/deed of trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration 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:

- (1) That said mortgage/deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all time a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage/deed of trust first above mentioned.
- (2) That Lender would not make its loan above described without the subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage/deed of trust first above mentioned to the lien or charge of the mortgage/deed of trust in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgage/deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage/deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or mortgages/deed of trusts or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and mortgage/deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage/deed of trust first above mentioned in favor of the lien or charge upon said land of the mortgage/deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

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

Kathy E. Minch

Mortgage Electronic Registration Systems, Inc., as Nominee for COUNTRYWIDE HOME LOANS INC, its successors and/or assigns

Heith E. Minch - ASSISTANT SECRETARY

Printed Name and Title

State of Colorado

City/County of Douglas

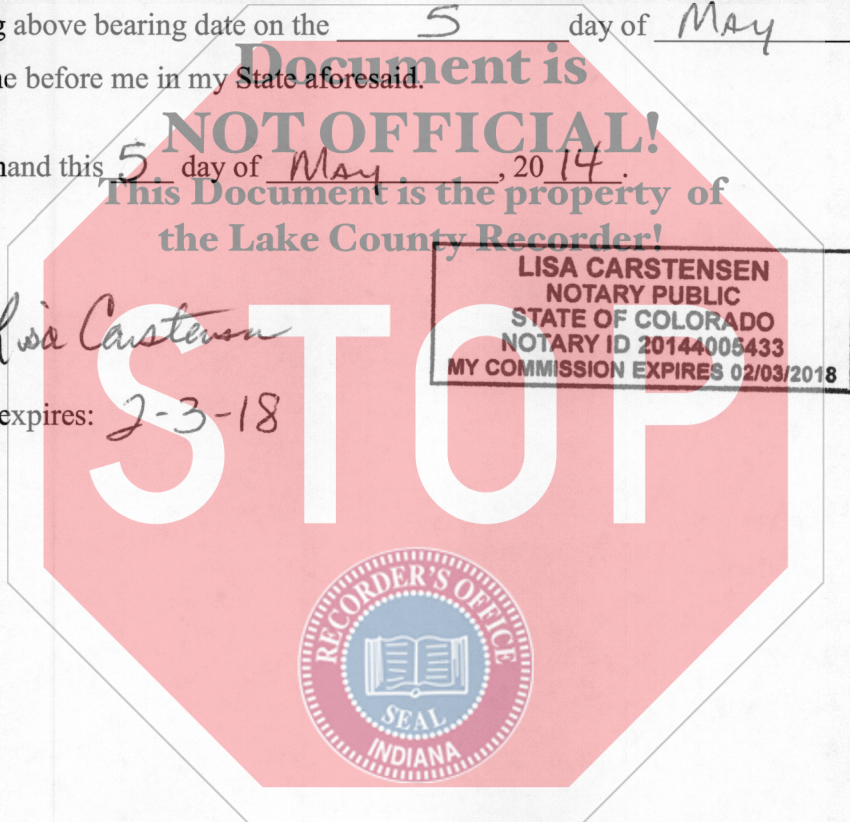
I LISA CARSTENSEN, a notary public of the City/County of Douglas, State of Colorado, do hereby certify that Heith E. Minch - ASSISTANT SECRETARY whose name is signed to the writing above bearing date on the 5 day of May, 20 14, has acknowledged the same before me in my State aforesaid.

Given under my hand this 5 day of May, 20 14.

[Seal]

Notary Public Lisa Carstensen

My Commission expires: 2-3-18



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LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE LAKE COUNTY, IN THE STATE OF INDIANA:

PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 33 NORTH RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 15 MINUTES 56 SECONDS EAST ALONG THE EAST LINE THEREOF 1633.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 29 MINUTES 01 SECONDS WEST ALONG THE CENTER OF A BLACKTOP DRIVE 180.02 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 56 SECONDS EAST 242.46 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 04 SECONDS EAST 180.00 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 15 MINUTES 56 SECONDS WEST 240.00 FEET TO THE POINT OF BEGINNING IN LAKE COUNTY, INDIANA.

EXCEPTING THEREFROM A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 33 NORTH, RANGE 8 WEST, IN LAKE COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT OF WAY LINES DEPICTED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT, MARKED EXHIBIT "B", DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION DESIGNATED AS POINT "2" ON SAID PLAT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 1,873.73 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE SOUTH LINE OF GRANTOR'S LAND; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 30.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION WHICH POINT IS ON THE WEST BOUNDARY OF RANGE LINE ROAD (CLAY STREET) AND DESIGNATED AS POINT "83" ON SAID PLAT; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 18.92 FEET TO POINT "82" ON SAID PLAT; THENCE NORTH 2 DEGREES 42 MINUTES 05 SECONDS EAST TO POINT "64" ON SAID PLAT; THENCE NORTH 5 DEGREES 53 MINUTES 25 SECONDS EAST 100.60 FEET TO POINT "65" ON SAID PLAT; THENCE NORTH 89 DEGREES 36 MINUTES 47 SECONDS EAST 5 21 FEET TO SAID BOUNDARY DESIGNATED AS POINT "66" ON SAID PLAT- THENCE SOUTH 0 DEGREES 00 MINUTES WEST 171.82 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING AND CONTAINING 0.052 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO JASON D. FROST BY DEED FROM ARLEN G. SENHOLTZ AND PEGGY SENHOLTZ, HUSBAND AND WIFE RECORDED 11/09/2005 IN DEED 2005098959, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

