

4

2014 051483

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 AUG 27 AM 8:40

MICHAEL B. BROWN
RECORDER

~~WHEN RECORDED, RETURN TO:~~
Nationstar Mortgage LLC
2617 College Park, Subordinations
Scottsbluff, NE 69361

Return to:
Vantage Point
28100 US 19 North, Ste. 200
Clearwater, Florida 33761

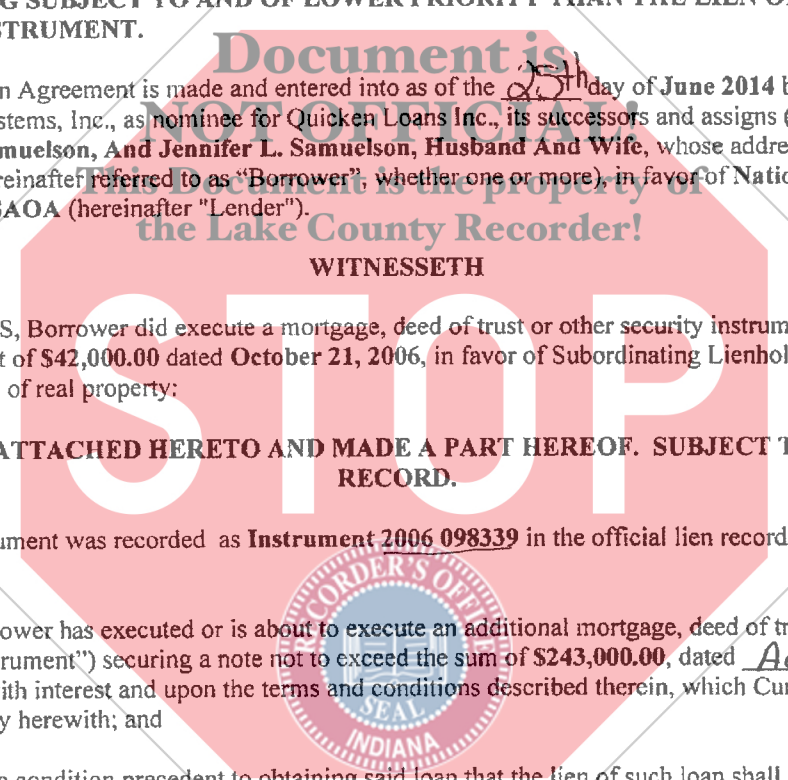
0596824811 SAMUELSON
MIN: 100039046936877717
This instrument was prepared by: Jayson Mendoza

SUBORDINATION AGREEMENT

IN 128050

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 Subordination Agreement is made and entered into as of the 27th day of June 2014 by and between Mortgage Electronic Registration Systems, Inc., as nominee for Quicken Loans Inc., its successors and assigns (hereinafter "Subordinating Lienholder") **James L. Samuelson, And Jennifer L. Samuelson, Husband And Wife**, whose address is **9042 Teal Place, Saint John, IN 46373** (hereinafter referred to as "Borrower", whether one or more), in favor of **Nationstar Mortgage LLC dba Greenlight Loans, ISAOA** (hereinafter "Lender").



THAT WHEREAS, Borrower did execute a mortgage, deed of trust or other security instrument (the "Prior Security Instrument") in the amount of \$42,000.00 dated October 21, 2006, 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 COVENANTS OF RECORD.

which Prior Security Instrument was recorded as Instrument 2006 098339 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 \$243,000.00, dated AUG 8, 2014, 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.

18
REF
CL-132343
AD
E

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:

- (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 QUICKEN LOANS INC., ITS SUCCESSORS AND ASSIGNS

By: Jennifer Gannon
Jennifer Gannon
Assistant Secretary

James L. Samuelson
James L. Samuelson
Jennifer L. Samuelson
Jennifer L. Samuelson

Dean Bealer
Witness

Dean Bealer

Rhonda Keller
Witness

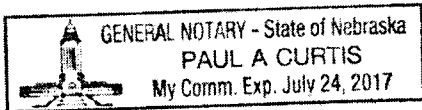
Rhonda Keller

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF NEBRASKA)
) SS.
COUNTY OF SCOTTS BLUFF)

On the 25th day of June 2014, personally appeared before me Jennifer Gannon; Assistant Secretary of Nationstar Mortgage LLC, for Mortgage Electronic Registration Systems, Inc., as nominee for Quicken Loans Inc., its successors and assigns, 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.

Witness my hand and official seal



Paul A. Curtis
Paul A. Curtis, Notary Public

My appointment expires: July 24, 2017



State of Indiana

County of Lake

On 8/8/14, before me, Melinda Valentine Brauer
(name of notary public)

personally appeared James L. Samuelson, And Jennifer L. Samuelson, Husband And Wife who 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 who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of Indiana that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Melinda Valentine Brauer
(Signature of Notary)

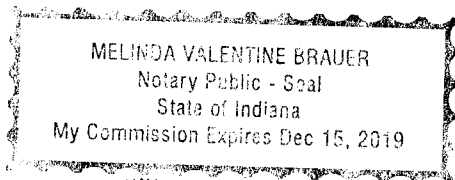


EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **Lake**, STATE OF **IN**, AND IS DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY

LOT 30 IN NORTH POINT PHASE ONE, AN ADDITION TO THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, AS SHOWN IN PLAT BOOK 98, PAGE 49, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

COMMONLY KNOWN AS 9042 TEAL PLAGE, SAINT JOHN, IN 46373

PARCEL ID NO. 45-11-27-404-013.000-035

I AFFIRM UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THE DOCUMENT, UNLESS REQUIRED BY LAW.



DAVID SILCOTT
VANTAGE POINT
28100 US 19 NORTH, STE 200
CLEARWATER, FLORIDA 33761

