

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 085375

2015 DEC 21 AM 10:31

MICHAEL B. GROW  
RECORDER

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This Instrument Prepared by: Lee Anne Todd

~~When Recorded Return to:~~  
First Tennessee Bank National Association, Grantor  
P.O. Box 132  
Memphis, TN 38101

*Rec and*  
**When Recorded Return to:**  
**Indecomm Global Services**  
**As Recording Agent Only**  
**1260 Energy Lane**  
**St. Paul, MN 55108**  
80168095

**SUBORDINATION AGREEMENT**

60857950-3247986



**RECITALS:**  
WHEREAS, Michael J. Kulak and Jennifer L. Kulak, husband and wife (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto and having a street address as follows (the "Property"):

275 E. 124th Pl.  
Crown Point, IN 46307

AND WHEREAS, the said Borrower has made application for a closed-end mortgage loan ("New Loan") in an amount not to exceed \$230,573.00 from JP Morgan Chase Bank N.A. (the "Grantee"), whose address is: 710 Kansas Lane, Monroe, LA 71203 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Tennessee Bank National Association, successor thru merger with First Horizon Home Loan Corporation (collectively, "Grantor") has an interest in or lien upon the Property as follows:

(Deed of Trust/Mortgage) As Beneficiary under a Deed of Trust/Mortgage to the Trustee named therein, dated August 31, 2007 and recorded September 11, 2007 in Instrument Number: 2007 073250. Official Records of Lake County, State of Indiana.

*ok. 18. -  
0029306361  
DN*

As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

**AGREEMENTS:**

**NOW, THEREFORE,** in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:



1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
5. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

**IN WITNESS WHEREOF,** Grantor has caused this Agreement to be executed by its duly authorized representative and Trustee has executed this Agreement on this 3 day of November, 2015.

WITNESS:

  
Tammy J. Anaston

FIRST TENNESSEE BANK NATIONAL ASSOCIATION  
SUCCESSOR THRU MERGER WITH FIRST HORIZON  
HOME LOAN CORPORATION (Grantor)

  
Name: Debra D. Cottingham  
Title: Limited Vice President  


ACKNOWLEDGMENT

STATE OF TENNESSEE

)

) ss:

COUNTY OF SHELBY

)

Before me, Lee Anne Todd of the state and county mentioned, personally appeared Debra D. Cottingham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Limited Vice President **FIRST TENNESSEE BANK NATIONAL ASSOCIATION SUCCESSOR THRU MERGER WITH FIRST HORIZON HOME LOAN CORPORATION**, the within named bargainer, a corporation, and that he/she, as such Limited Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President.

WITNESS my hand and official seal on this 3 day of November 2015.

*Lee Anne Todd*  
Notary Public  
*Lee Anne Todd*

Document is NOT OFFICIAL!

My Commission expires: November 20, 2017

This Document is the property of the Lake County Recorder!

Prepared by: Lee Anne Todd  
First Tennessee Bank  
300 Court Avenue  
Memphis, TN 38103

LEE ANNE TODD  
STATE OF TENNESSEE  
NOTARY PUBLIC  
SHELBY COUNTY  
MY COMMISSION EXPIRES NOVEMBER 20, 2017

STOP

RECORDER'S OFFICE  
SEAL  
INDIANA

EXHIBIT A - LEGAL DESCRIPTION

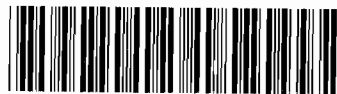
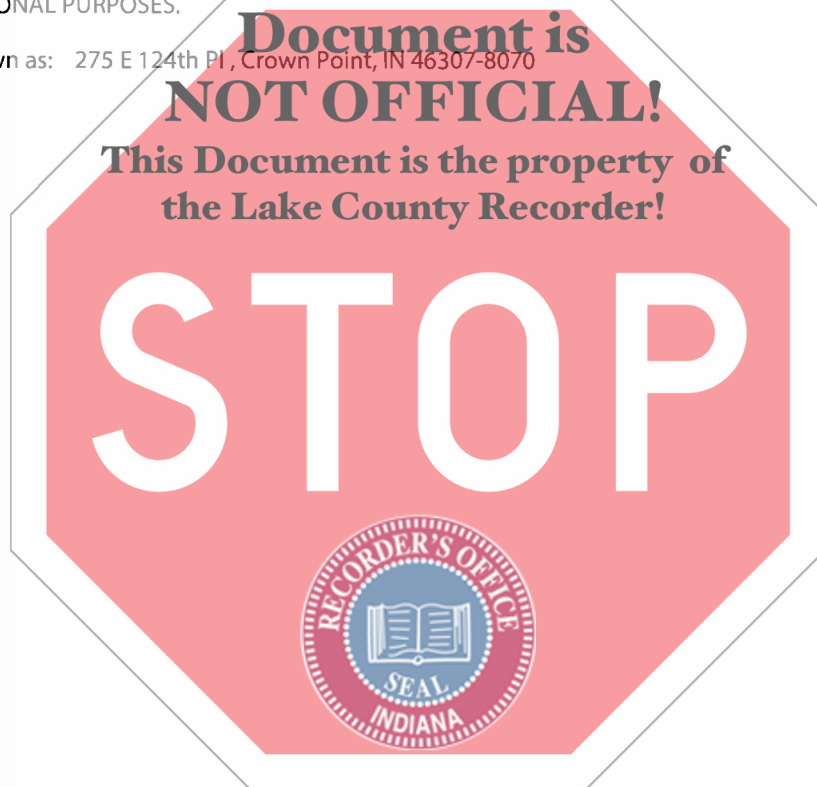
Tax Id Number(s): 45-16-15-353-004.000-042

Land Situated in the County of Lake in the State of IN

LOT 61, IN PINE HILL PHASE 2, AN ADDITION TO THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 93, PAGE 71, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES.

Commonly known as: 275 E 124th Pl, Crown Point, IN 46307-8070



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