

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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AGREEMENT FOR  
SUBORDINATION OF MORTGAGE

MICHAEL B. BROWN  
RECORDER

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This Agreement is made on the 6<sup>th</sup> day of December,  
2016, by and among the City of Hammond acting by and through the  
Hammond Redevelopment Commission (the "Existing Mortgagee") and  
Wells Fargo Bank NA, (the "New Mortgagee") with an located  
office at 101 N. Phillips Ave Sioux Falls SD 57104 and  
Francisco R. Garcia and Virginia Garcia, severally (the  
"Owner"), whose address is 7418 Woodmar Avenue, Hammond, Indiana  
46323.

**This Document is the property of  
the Lake County Recorder!**

RECITALS

**STOP**

WHEREAS, Owner is the owner of a certain parcel of land  
(the property) situated in the County of Lake, State of Indiana,  
fully described as follows:

LOTS 4, 5, AND 6 IN BLOCK 47 IN UNIT 14 OF WOODMAR, IN THE CITY OF  
HAMMOND, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 24, IN  
THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Parcel # 45-07-17-205-011-000-023

And

WHEREAS, Owner, by an instrument dated 5<sup>th</sup> day of June,  
2002, granted and conveyed to the Existing Mortgagee, a mortgage  
encumbering the property (the "Existing Mortgage"), securing the  
principal amount of Twenty-Four Thousand Six Hundred Ninety-  
Eight 00/100 Dollars (\$24,698.00). The existing mortgage was  
recorded on the 3<sup>rd</sup> day of October, 2003, as Document No.  
2003105951 in the Office of the Recorder of Lake County,  
Indiana; and

FIDELITY NATIONAL  
TITLE COMPANY  
CM160167

Fidelity - Highland  
CM 160167

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WHEREAS, Owner, by an instrument dated the December 28, 2016, granted and conveyed to the New Mortgagee, a mortgage encumbering the property (the "New Mortgage") securing the principal amount of Fifty-Four Thousand Five Hundred Fifty 00/100 Dollars (\$54,550.00) with interest, New Mortgage was recorded as Document No. 2017-001983 in the office of the Recorder of Lake County, Indiana; and

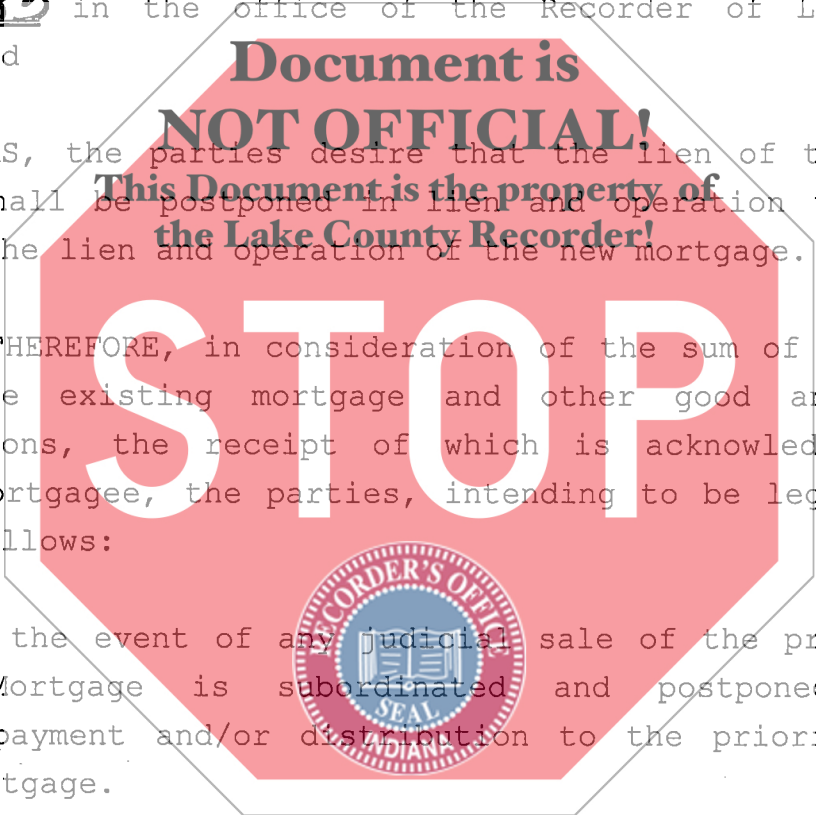
WHEREAS, the parties desire that the lien of the Existing Mortgage shall be postponed in lien and operation to the full amount of the lien and operation of the new mortgage.

NOW, THEREFORE, in consideration of the sum of the balance due on the existing mortgage and other good and valuable considerations, the receipt of which is acknowledged by the Existing Mortgagee, the parties, intending to be legally bound, agree as follows:

1. In the event of any judicial sale of the property, the Existing Mortgage is subordinated and postponed in lien position, payment and/or distribution to the priority lien of the New Mortgage.

2. The subordination of the Existing Mortgage to the lien of the New Mortgage shall have the same force and effect as though the New Mortgage had been executed, delivered and recorded in the recording office prior to the execution, delivery and recording of the existing mortgage.

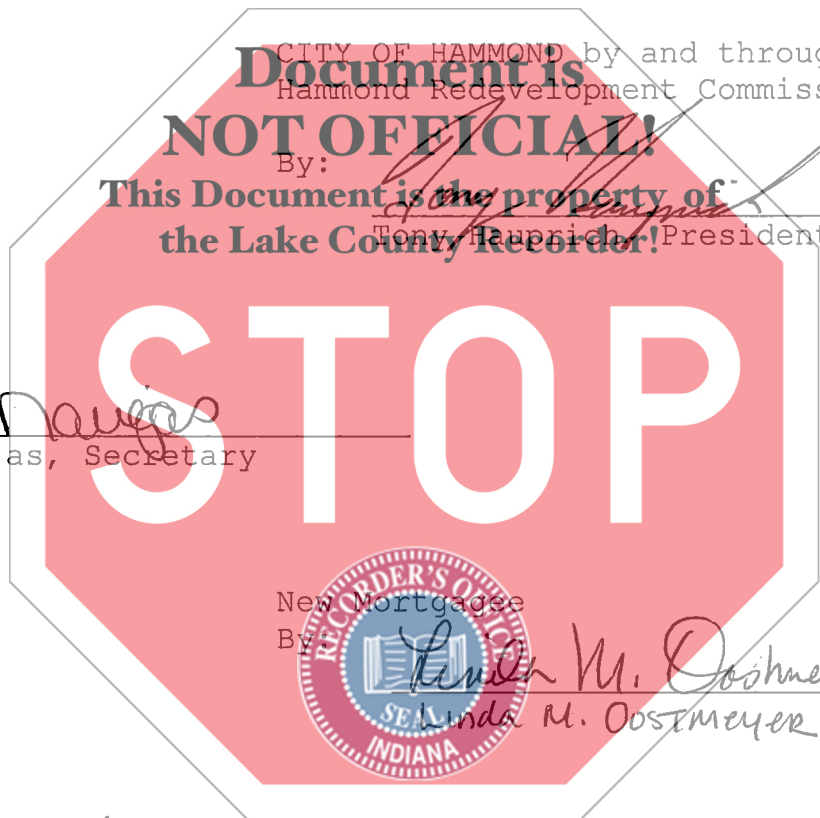
3. If any proceedings are brought by the Existing Mortgagee or its successors or assigns against the property, including foreclosure proceedings on the Existing Mortgage or to execute



upon any judgment on the Note that it secures, the judicial sale in connection with such proceedings shall not discharge the lien of the New Mortgage.

4. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

Executed on this 6<sup>th</sup> day of December 2016 at Hammond, Indiana.



CITY OF HAMMOND by and through its  
Hammond Redevelopment Commission

**Document is NOT OFFICIAL!**

By:

*Tony Hauprich*  
This Document is the property of  
the Lake County Recorder! President

ATTEST:

*Cathy Navajas*  
Cathy Navajas, Secretary

New Mortgagee

By:

*Linda M. Dostmeyer*  
Linda M. Dostmeyer

Attest:

*Francisco R. Garcia*  
Francisco R. Garcia

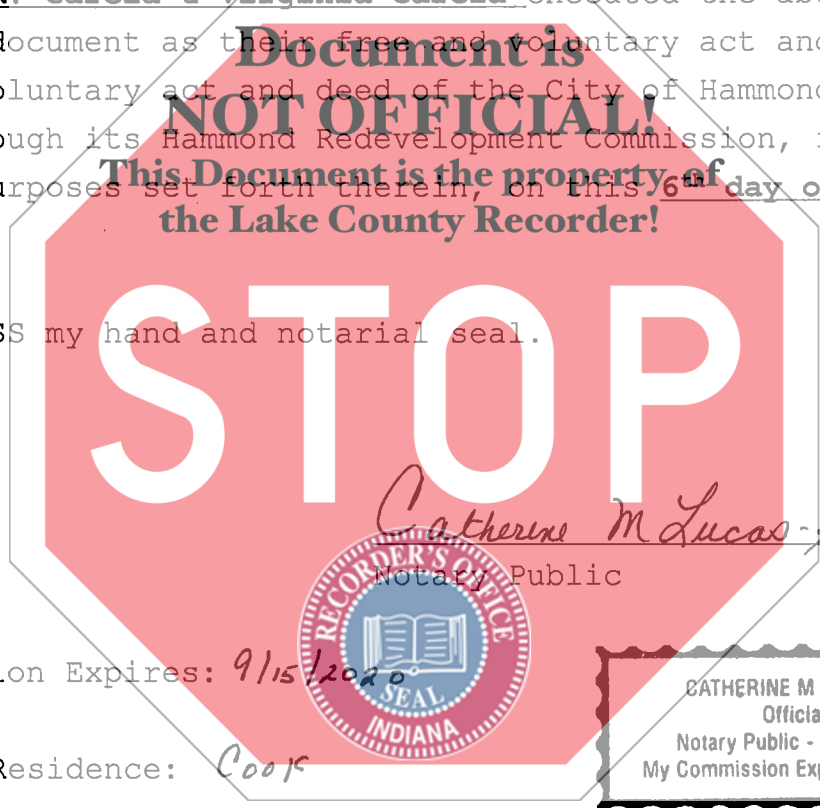
*Virginia Garcia*  
Virginia Garcia

This instrument was prepared by:  
Westland, Kramer & Bennett  
141 West Lincoln Highway  
Schererville, IN 46375

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

Before me, a Notary Public, in and for said County and State, personally appeared LINDA M. Oostmeyer personally known by me to be the AVP, Lending Officer of Wells Fargo Bank NA severally acknowledged that as such Francisco R. Garcia & Virginia Garcia executed the above and foregoing document as their free and voluntary act and as the free and voluntary act and deed of the City of Hammond, Indiana by and through its Hammond Redevelopment Commission, for the uses and purposes set forth therein, on this 6<sup>th</sup> day of December, 2016.

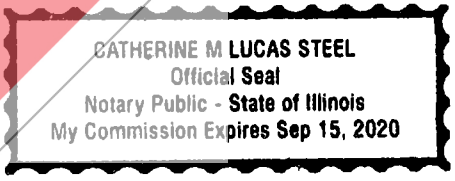
WITNESS my hand and notarial seal.



Catherine M Lucas-Steel  
Notary Public

My Commission Expires: 9/15/2020

County of Residence: COOK



**ACKNOWLEDGMENT**

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF LAKE        )

Before me, a Notary Public, in and for said County and State, personally appeared ~~Tony Haurich~~ and Cathy Navejas, personally known by me to be the President and Secretary of the Hammond Redevelopment Commission who severally acknowledged that as such President and Secretary executed at their free and voluntary act and as the free and voluntary act and deed of the City of Hammond, Indiana by and through its Hammond Redevelopment they executed the above and foregoing instrument for the uses and purposes set forth therein, on this 6<sup>th</sup> day of December, 2016.

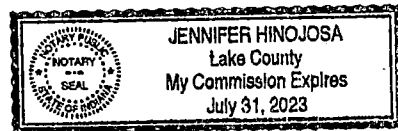
WITNESS my hand and notarial seal.



*Jennifer Hinojosa*  
Jennifer Hinojosa, Notary Public

My Commission Expires: 7/31/2023

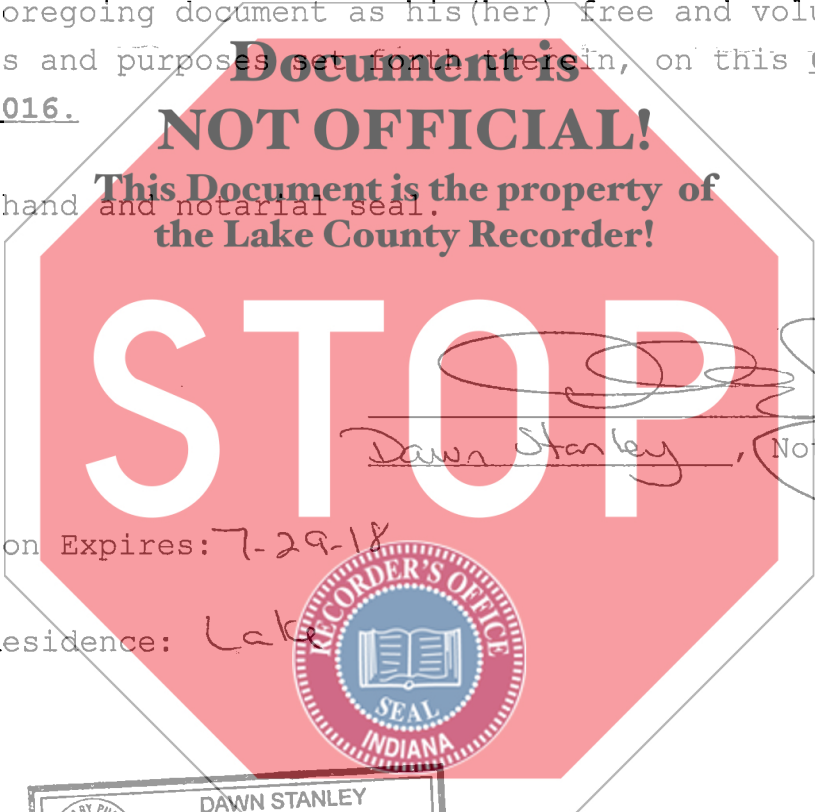
County of Residence: Lake



STATE OF INDIANA)  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public, in and for said County and State, personally appeared **Francisco R. Garcia & Virginia Garcia**, who individually acknowledged that he (she) executed the above and foregoing document as his(her) free and voluntary act, for the uses and purposes set forth therein, on this 6<sup>th</sup> day of December, 2016.

WITNESS my hand and notarial seal.



*Dawn Stanley*, Notary Public

My Commission Expires: 7-29-18

County of Residence: Lake



This instrument was prepared by: ↓ Mail To.  
Westland, Kramer & Bennett  
141 West Lincoln Highway  
Scherverville, IN 46375