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2020-049045

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

2020 Jul 30

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SUBORDINATION AGREEMENT

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 10TH day of JULY, 2020, by ERIC J EVERS AND LAUREN R EVERS, HUSBAND AND WIFE, WHOSE ADDRESS IS 1339 MACARTHUR BLVD, MUNSTER, IN 46321 owner of the property hereinafter described and hereinafter referred to as "OWNER", and FIRST FINANCIAL BANK, present holder of a mortgage and hereafter described and hereinafter referred to as "MORTGAGEE"

THAT WHEREAS, ERIC J EVERS AND LAUREN R EVERS, owners, did execute a mortgage, dated FEBRUARY 8, 2019, covering that certain real property described as follows:

THE WEST 5 FEET OF LOT 1, ALL OF LOT 2 AND THE EAST 5 FEET OF LOT 3, IN BLOCK 1, IN WHITE OAK MANOR FOURTH ADDITION TO MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 36, PAGE 28, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Permanent Real Estate Index Number(s): 45-07-39-202-030-000-027
Address of premises: 1339 MACARTHUR BLVD, MUNSTER, IN 46321

To secure a note for a sum of \$33,375.00 on the property, in favor of MORTGAGEE, which mortgage was recorded FEBRUARY 27, 2019, as Document No. 2019012180 in the Official Records of said county.

WHEREAS, OWNER has executed, or is about to execute, a mortgage and note in the sum of \$319,000.00, dated JULY 17, 2020, in favor of PROVIDENCE BANK & TRUST, ITS SUCCESSORS AND/OR ASSIGNS, hereinafter referred to as "LENDER", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

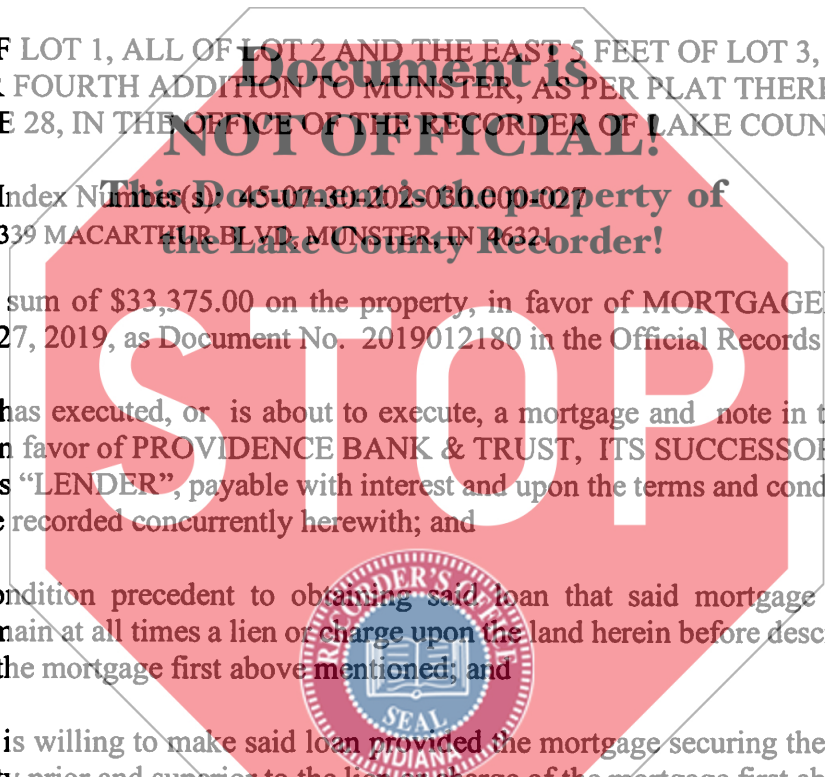
WHEREAS, it is a condition precedent to obtaining said loan that said mortgage above mentioned shall unconditionally be a remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of the mortgage first above mentioned; and

WHEREAS, LENDER is willing to make said loan provided the mortgage securing the lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that MORTGAGEE will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of LENDER; and

WHEREAS, it is to the mutual benefit of the parties hereto that LENDER make such loan to OWNER; and MORTGAGEE is willing that the mortgage 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 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 securing said note in favor of LENDER, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage first above described.



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- 2) That LENDER would not make its loan above described without this 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 first above mentioned to the lien or charge of the mortgage in favor of the lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages or to another deed or deeds of trust.
- (4) LENDER will notify MORTGAGEE in writing if an event of default exists, within ten days of the occurrence of the event.
- (5) Payments on the note in favor of MORTGAGEE may be made so long as MORTGAGEE has not received a notice from the LENDER that an event of default exists.

WITNESS OUR HANDS AND SEALS THIS July 10, 2020.

Document is NOT OFFICIAL!

FIRST FINANCIAL BANK **This Document is the property of the Lake County Recorder!**

BY: Jamie A. Johnson
AVP Loan Servicing

BY: Roxanne Taylor
AVP Loan Servicing

STATE OF Ohio

COUNTY OF Hamilton

I, the undersigned, a notary public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jamie S. Johnson personally known to me to be the AVP Loan Servicing of FIRST FINANCIAL BANK and Roxanne Taylor personally known to me to be the AVP Loan Servicing of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such they signed and delivered the said instrument as of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to their authority, given by the Board of Directors of said corporation as their free and voluntary act, and as their free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this July 10, 2020

Douglas Edwin Evans
NOTARY PUBLIC



DOUGLAS EDWIN EVANS
Notary Public, State of Ohio
My Commission Expires
August 24, 2023

This instrument was prepared by: PROVIDENCE BANK & TRUST
RETURN TO: FIRST FINANCIAL BANK
CONSUMER LOAN PROCESSING
225 PICTORIA DRIVE, SUITE 700
CINCINNATI, OHIO 45246

[Space Below This Line For Acknowledgment]

Executed and delivered in my presence:

Patti Roe
Patti Roe

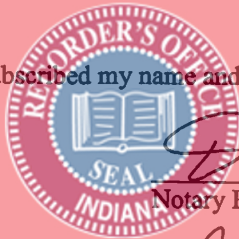
Document is NOT OFFICIAL!
[witness' signature]
[witness' printed name]

STATE OF Ohio
COUNTY OF Hamilton)
SS:)

This Document is the property of the Lake County Recorder!

Before me, the undersigned, a Notary Public, this 10th day of July, 2020, personally appeared Patti Roe [witness name], being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Jamie S. Johnson & Roxanne Taylor [grantor or other signors name] in the above-named subscribing witness' presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.



Douglas Edwin Evans
Notary Public



DOUGLAS EDWIN EVANS
Notary Public, State of Ohio
My Commission Expires
August 24, 2023

Douglas Edwin Evans
(Printed/typed), Notary Public

My commission expires: Aug 24, 2023

County of commission: Warren Co.

This instrument was prepared by: **DEBORAH G HOWELL**
950 WEST US HIGHWAY 30
SCHERERVILLE, IN 46375

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Deborah G Howell
Signature of Preparer

Deborah G Howell
Printed Name of Preparer