DELAWARE COUNTY IOWA
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2002 SEP 30 AM 10: 47
BOOK 2002 PAGE 3502
DEBORAH L. FRYTON
DELAWARE CO. RECORDER
21.00

American Escrow
412 1st Ave SE
Suite 113
Cedar Rapids, IA 52401

Account # Acct #406181939

REAL PROPERTY SUBORDINATION AGREEMENT

DATED: September 20, 2002

GRANTEE	GRANTOR
Michael Goedken Pamela Goedken	US Bank, N.A.
ADDRESS	**ADDRESS**
516 Charlotte Street Earlville, IA 52041	1850 Osborn Avenue Oshkosh, WI 54902
TELEPHONE NO. IDENTIFICATION NO.	**TELEPHONE NO. IDENTIFICATION NO.**
CREDITOR: US Bank, N.A.	LENDER: US Bank, NA

For valuable consideration, the receipt and sufficiency of which is acknowledged, Creditor and Lender indicated above resolve the priority of their debts and securities interests and agree as follows:

1. CREDITOR'S SECURITY INTEREST. Creditor owns and holds a Note and related Mortgage, which Mortgage was recorded in Book 1999 at Page 1898 Filing Date 6/1/99 Document No. in the office of the Recorder of Delaware County, Iowa encumbering the following described property, all present and future improvements and fixtures located herein (the "Property"):

Lot One (1), Block Forty One (41), Earlville, formerly Nottingham, Iowa, according to plat recorded in Book I L.D., pages 346-347.

Lot Two (2), Block Forty One (41), Earlville, formerly Nottingham, Iowa, according to plat recorded in Book I L.D., Page 346.

Address of Real Property:
516 Charlotte Street
Earlville, IA 52041
Permanent Index Number(s):
PIN#

2. LENDER'S SECURITY INTEREST AND CONDITION PRECEDENT. Borrower has requested a $51,300.00 loan from Lender to be secured by a Mortgage on the Property from Grantor in favor of Lender; Lender is only willing to make the loan on condition that Creditor's security interest described in paragraph 1 be subordinated to the Mortgage to be executed in favor of Lender.

New Deed of Trust recorded on 9/30/02 book # 2002 page # 3501 document #_____.

Lender's security interest will also secure, without limitation, such additional sums as Lender may advance under the provisions as to future advances, additional sums for the purpose of curing any of curing any of Borrower's defaults, interest on principal, and attorney's fees and costs incurred by Lender in any proceedings arising out of or in connection with Lender's security interest, including proceedings to enforce or foreclose it.

3. SUBORDINATION OF CREDITOR'S SECURITY INTEREST. Creditor agrees that its security interest and all of Creditor's rights thereunder shall at all times be inferior and subordinate to the Lender's security and Lender's rights in the Property.

4. PRIORITY OF SECURITY INTERESTS. The priority of the security interests belonging to Creditor and Lender in the Property will be governed by this Agreement and not by the time or order in which the security interests were created or perfected.

5. WAIVER OF LIMITATIONS. Creditor waives any obligation of Lender to provide Creditor with notice of additional advances or loans, notice of default, notice of acceleration of debt, notice of demand for payment or notice of repossession and the right of Creditor to require Lender to marshall any collateral. In addition, Lender may take or refrain from taking any action (including, but not limited to, making additional advances or loans) with respect to Borrower, any guarantor, or any collateral without notice to or the consent of Creditor and without affecting any of Lender's rights under this Agreement.

6. DOCUMENTATION AND NON-INTERFERENCE. Creditor will not prevent, hinder or delay Lender from enforcing its security interest. Creditor will execute and deliver to Lender such additional documents or other instruments as the Lender may deem necessary to carry out this Agreement.

7. TERMINATION. This agreement will remain in full force and effect now and forever, despite the commencement of any federal or state bankruptcy, insolvency, receivership, liquidation or reorganization proceeding.

8. EFFECT ON BORROWER AND THIRD PARTIES. This Agreement will not affect the enforceability and priority of Creditor's and Lender's security interests in the Property and rights against the Borrower, Grantor, or any third party except as set forth herein.

9. REPRESENATIONS AND WARRANTIES. Creditor represents and warrants to Lender that:
   a. Creditor has not assigned any of its rights or interest in the Property prior to the execution of this Agreement. Creditor shall not assign or transfer to others any claim that Creditor has or may have in the Property while any indebtedness of Borrower to Lender remains unpaid without the express written consent of the Lender;
b. Creditor has obtained all consents and approvals needed to execute written consent of the Lender;
   c. Creditor's execution and performance of its obligations under this Agreement will not violate any court order, administrative order or ruling, or agreement binding upon Creditor in any manner; and
   d. Creditor has conducted an independent investigation of Borrower's or execute this Agreement by any oral or written money or extend other financial accommodations to Borrower's or execute this Agreement by any oral or written representation by Lender.

10. ASSIGNMENT. Lender shall be entitled to assign its security interest and its rights and remedies described in this Agreement without notice to Creditor.

11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Creditor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

12. SEVERABILITY. If any provision of this Agreement violates the law or its unenforceable, the rest of the Agreement shall remain valid.

13. NOTICE. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.

14. APPLICABLE LAW. This Agreement shall be governed be the laws of the state in which the property is located. Creditor consents to the jurisdiction and venue of any court located in the state in which the property is located in the event of any legal proceeding under this Agreement.

15. ATTORNEY'S FEES. Lender will be entitled to collect its attorney's fees, legal expenses, and other costs in the event of any litigation pertaining to this Agreement.

16. JOINT AND SEVERAL. If there is more than one Creditor, their obligations shall be joint and several under this Agreement. Wherever the context requires, the singular form of any word shall include the plural.

17. INTEGRATION. This Agreement and any related documents represent the complete and integrated understanding between Creditor and Lender pertaining to the terms and conditions of this Agreement.

Creditor acknowledges that Creditor has read, understands, and agrees to the terms and conditions of this Agreement.

DATED: September 17, 2002
CREDITOR:

BY:

TITLE:
LENDER:
BY:
TITLE:
State of) SS.

County)
of
I, a notary public in the for said County, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this September 17, 2002

Notary Public
Commission Expires:

This instrument was prepared by: Paula J Bloechl

After recording return to Lender.

CREDITOR: US Bank, N.A. fka Firstar Bank, N.A.

BY: Debbie Boudreau
TITLE: Assistant Vice President

LENDER:
BY:
TITLE:
State of Wisconsin) SS.

County Winnebago)
of
The foregoing instrument was acknowledged before me this 17 day of September 2002 by Debbie Boudreau as Assistant Vice President on behalf of the corporation.

Given under my hand and official seal, this 17 day of September 2002

Jillian ZentnerNotary Public
Commission Expires: 04/25/04

JILLIAN ZENTNER NOTARY PUBLIC STATE OF WISCONSIN