Env. All American Escrow 4855 E. East State St. Rockford, IL 61108

Book 2006 Page 672
Document 2006 672 Type 04 008 Pages 4
Date 3/02/2006 Time 10:31 AM
Rec Amt $22.00

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

SUBORDINATION AGREEMENT

Preparedy by: Wayne Breckon
Centex Home Equity Company, LLC
P.O. Box 199000
Dallas, TX 75219-9000
(972) 231-5509

Return to: All-American Escrow & Title
4855 E. State St. Rockford, IL 61108

Legal Desc: Page 4

Prepaid by:
~~WHEN RECORDED, RETURN TO:~~
Centex Home Equity Company, LLC
P.O. Box 199000, Final Docs
Dallas, TX 75219-9000
Wayne Brecon
972-231-5509

Loan No:

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 Subordination Agreements is made and entered into as of the 11th day of Jan. 2002 by and between Dubuque Bank and Trust Company (hereinafter "Subordinating Lien holder") and Terrance D. & Julia E. Lanane (hereinafter referred to as "Borrower", whether one or more), in favor of CENTEX HOME EQUITY COMPANY, LLC. (hereinafter "Lender").

WITNESSETH 313090

THAT WHEREAS, Borrower did execute a mortgage, deed of trust or other security instrument (the "Prior Security Instrument"), dated March 8, 2002, in favor of Subordinating Lien holder, covering the following described parcel of real property:

Exhibit A - See attached

which Prior Security Instrument was recorded as Instrument No. _____, in book 2002, page 904, in the official lien records of Delaware County, State of Iowa; 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 in the sum of $61,910, dated Jan. 11, 2002 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 Lien holder 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 Lien holder 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.

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 Lien holder 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 Lien holder acknowledges that, prior to the execution hereof, Subordinating Lien holder 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 Lien holder 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 Lien holder is the current holder or beneficiary of the Prior Security Instrument and has full power and authority to enter into this agreement.

Return to:
ALL-AMERICAN ESCROW & TITLE
4855 EAST STATE STREET
ROCKFORD IL 61108

(6) The undersigned signing on behalf of Subordinating Lien holder has full power and authority to execute this agreement.

(7) The heirs, administrators, assigns and successors in interest of the Subordinating Lien holder 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

By: Wayne R. Brecken
ITS: Vice President

Borrower _____ Witness _____

Borrower _____ Witness _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Iowa)
)SS.
COUNTY OF Dubuque)

On the 28 day of December, 2005, personally appeared before me Wayne R. Brecken, 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

Deborah Wilson
Notary Public

My appointment expires: 4-5-08

NOTARIAL SEAL IOWA
DEBORAH S. WILSON
Commission Number 733771
My Commission Expires
April 5, 2008

STATE OF)
)SS.
COUNTY OF)

On the ____ day of _____, _____, personally appeared before me _____, 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

_____
Notary Public

My appointment expires: _____

Legal Description

The Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twelve (12), Township Ninety (90) North, Range Three (3) West of the Fifth Principal Meridian, according to the United States Government Survey. Situated in Delaware County, Iowa.