CH6 FTM Bank

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

AN 4181026505

In consideration of Lender's granting any extension of credit or other financial accommodation to Mortgagor, to Mortgagor and another, or to another guaranteed or endorsed by Mortgagor, and other good and valuable consideration, the receipt of which is hereby acknowledged. Associated Bank N.A. as successor by merger to First Federal Capital Bank ("Mortgagee") hereby subordinates to FARMERS & MERCHANTS SAVINGS BANK and it's successors and/or assigns ("Lender") in the manner and to the extent described in Section 2 the interests, rights and title in the real estate described in Section 1 together with all privileges, hereditaments, easements, and appurtenances, all rents, leases, issues, and profits, all awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures, if any, ("the Property") granted Mortgagee by a mortgage from WAYNE F WESSELS AND VICKY M WESSELS ("Mortgagor", whether one or more) to Mortgagee dated NOVEMEBR 9, 2004 and recorded in the office of the Register of Deeds of DELAWARE County, IOWA on NOVEMBER 29, 2004 as Document No. BOOK 2004 PAGE 4411, and any future advances thereafter.

1. DESCRIPTION OF THE PROPERTY. (a) Unless specifically described in (b) below, the description of the Property is the same as the description of property contained in the mortgage from Mortgagor to Mortgagee described above, which description is incorporated in this Agreement by reference with the same force and effect as if repeated at length in this Agreement.

(b) The Property is specifically described on the attached sheet(s). Tax Key # 000240040100200.

2. SUBORDINATION LIMITED. Mortgagee's right, title and interest in the Property as against any person other than Lender is expressly reserved and not affected by this Agreement. As between Mortgagee and Lender, Mortgagee agrees:

(a) Superior Obligations. The priorities granted Lender by this Agreement are limited to and shall not exceed the obligations listed below, provided the same are in fact secured by a mortgage on the Property from Mortgagor to Lender ("Obligations"):

(1) The following Note:

Note dated 10-07--, 20 09 , up to a maximum loan amount of $76,800.00, plus interest, from WAYNE F WESSELS AND VICKY M WESSELS to Lender.

(2) All present and future credit extended by Lender to Mortgagor, to Mortgagor and another, or to another guaranteed or endorsed by Mortgagor.

(b) Priority. Mortgagee agrees that the lien of the mortgage securing the Obligations shall be prior to the lien of the mortgage from Mortgagor to Mortgagee described above to the extent and with the effect described in Subsection (c).

(c) Division of Proceeds. To the extent Mortgagee is entitled to them by virtue of its mortgage, all awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to the Property, and all proceeds occurring as a result of foreclosure against the Property by action or advertisement, including a deed given in lieu for foreclosure, shall, as between Mortgagee and Lender, be paid, distributed or otherwise dealt with in the manner and to the extent required by the terms and conditions of the mortgage securing the Obligations ("Payments"), notwithstanding terms and conditions to the contrary contained in the mortgage from Mortgagor to Mortgagee described above, until the Obligations are paid in full or Lender's mortgage is satisfied. If any Payments are received by Mortgagee before the Obligations are paid in full or Lender's mortgage is satisfied, Mortgagee shall deliver the payments to Lender for application to the Obligations, endorsed or assigned, if necessary , to effect transfer to Lender. Payments made or received after satisfaction of Lender's mortgage or payment in full of the Obligations shall be paid, distributed or otherwise dealt with as though this Agreement did not exist.

(d) PROTECTIVE ADVANCES. If Mortgagor fails to perform any of Mortgagor's duties set forth in the mortgage between Mortgagor and Mortgagee described above or in the mortgage securing the Obligations, and if Mortgagee or Lender perform such duties or cause them to be performed, including paying any amount so required ("Protective Advance"), said Protective Advances shall be added to the Obligations if paid by lender or, if paid by Mortgagee and secured by the mortgage between Mortgagee and Mortgagor described above, given the priority accorded Protective Advances as though this Agreement did not exist.

This Agreement benefits Lender, its heirs, personal representatives, successors and assigns, and binds Mortgagee and its heirs, personal representatives, and successors and assigns, and is not intended to benefit any other person or entity.

RETURN TO:
ATTN: RECORDS DEPT
ASSOCIATED LOAN SERVICES
1305 MAIN STREET
STEVENS POINT WI 54481

Tax Key # 000240040100200

Signed and Sealed this 05 day of MAY, 2010
ASSOCIATED BANK NA (SEAL)

Sandra J Gregg (SEAL)
Sandra J Gregg, Supervisor, Retail Loan Servicing

NOTARY PUBLIC
STATE OF WISCONSIN
AGNES CISEWSKI

This instrument was drafted by:
Agnes Cisewski
Associated Contract Servicing Technician
Q

ACKNOWLEDGEMENT
STATE OF WISCONSIN
SS.
PORTAGE COUNTY

This instrument was acknowledged before me on MAY 05, 2010 by Sandra J Gregg, Supervisor, Retail Loan Servicing and authorized agent of Associated Bank.

Agnes Cisewski
Notary Public, State of Wisconsin
My Commission (Expires) (is) 09-25-11.

LEGAL DESCRIPTION

LOT TWO (2), BLOCK ONE (1), IN "OAK WAY SUBDIVISON" IN MILO TOWNSHIP, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 3 PLATS, PAGE 16, SAME BEING A PART OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION FOUR (4), TOWNSHIP EIGHTY-EIGHT (88) NORTH, RANGE FIVE (5), WEST OF THE FIFTH PRINCIPAL MERIDIAN.