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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by/Return to: Lesa Ament, Cedar Rapids Bank and Trust Company, 500 1st Ave NE, Cedar Rapids, IA (319) 743-7162

# SUBORDINATION AGREEMENT

Whereas Cedar Rapids Bank and Trust Company, (called "Mortgagee"), have an interest in the following described property located in the county of Linn, State of Iowa, described as follows:

**Parcel C part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), Section Twenty-Three (23), Township Eighty-Eight North (T88N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2010, Page 1124.**

Pursuant to the terms of a certain Real Estate Mortgage dated **April 29th, 2011**, and recorded on **May 26th, 2011** in **Book 2011, Page 1748**, in the office of the Recorder of **Dubuque** County, Iowa,

Whereas, **Michael J. and Amy L. Bertling** and whose address referred to in the above Real Estate Mortgage dated **October 14th, 2011**, for property located at **3242 Rockville Rd., Worthington, Iowa**, (hereinafter called "Mortgagor/Borrower") has applied to Cedar Rapids Bank and Trust, (hereinafter called "Lender") for **$224,000.00** that is secured by a Mortgage on the above described property recorded in **Book** 2011 **, Page** 3402 **on** _____.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned Mortgagee does hereby subordinate to Lender all its rights in the above described property to said Mortgage of Lender.

IT IS FURTHER AGREED that Lender is relying upon this subordination in the above described Mortgage transaction and that Lender's Mortgage when executed shall be a secured lien on the above described property prior and superior to the interest of Mortgagee notwithstanding the date of execution, the date of recording, or date of disbursement of funds by the Lender.

AND IT IS FURTHER AGREED that Mortgagee hereby assumes no personal liability to Lender and that Lender shall give written notice to Mortgagee at least 15 days prior to exercise of its right to foreclose by certified U.S. Mail to the address herein above designated or to such other address as may hereafter be designated in writing. Mortgagee shall have the right, but not the obligation, to cure any default of the Mortgagor/Borrower.

The Mortgagee represents that it has not sold, assigned, conveyed or agreed to sell, assign or convey to anyone the Mortgagee's interest in the above described Mortgage and that said Mortgage is presently in effect and not now in default by either the Mortgagee or the Mortgagor/Borrower.

WITNESS THE DUE EXECUTION HEREOF THIS 20th DAY OF October, 2011.

Cedar Rapids Bank and Trust Company

By: _____

Shelly Strellner, Sr. VP/Private Banking

ACKNOWLEDGEMENT

STATE OF IOWA )
) SS
COUNTY OF Linn )

On this 20th day of October, 2011, before me personally appeared Shelly Strellner, as Sr. VP/Private Banking of Cedar Rapids Bank and Trust Company, personally known to me 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,

Debby A Roth
Notary Public

