Recorded: 2/7/2012 at 12:06:23.0 PM
Fee Amount: $22.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2012 PG: 423

Clay & Luba

[Space Above This Line for Recording Data]

Reference: 42056426

Account: XXX-XXX-XXX4418-0001

**Recording requested by: LSI**
**When recorded return to :**
**Custom Recording Solutions**
**5 Peters Canyon Road Suite 200**
**Irvine, CA 92606** 3184162
**800-756-3524 Ext. 5011 MT**

**This Instrument Prepared by:** Barbara A. Edwards
Wells Fargo
P.O. Box 4149 MAC P6051-019
Portland, OR 97208-4149
1-800-945-3056

Legal on Pg: 4

APN/Parcel Number: ~~N/A~~ TG

**SUBORDINATION AGREEMENT FOR**
MORTGAGE

Effective Date: 1/26/2012

Owner(s): ALVIN H MILLER
JANET A MILLER

Current Lien Amount: $20,062.00.

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A.
*If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.*

Property Address: 1332 N 4TH ST, MANCHESTER, IA 52057



SUBORDINATION ONLY_IA
0000000000399986

**THIS AGREEMENT** (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

ALVIN H MILLER AND JANET A. MILLER, HUSBAND AND WIFE (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Mortgage (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Attached See Exhibit A

which document is dated the 9th day of May , 2006, which was filed in Book 2006 at page 1742 (or as No. N/a) of the Records of the Office of the Recorder of the County of DELAWARE, State of Iowa. The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to ALVIN H MILLER and JANET A MILLER (individually and collectively "Borrower") by the Subordinating Lender.
Rec'd-5/12/2006. Inst #20061742
The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed $104,313.91 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.
Dated-12/20/2011
The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**A. Agreement to Subordinate**

Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

**B. General Terms and Conditions**

**Binding Effect** – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

**Nonwaiver** – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

**Severability** – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

**C. Signatures and Acknowledgements**

The Subordinating Lender, through its authorized officer, has set its hand and seal as of the Effective Date above unless otherwise indicated.

**SUBORDINATING LENDER:**
Wells Fargo Bank, N.A.

By _____ 1/26/2012
(Signature) Date

Barbara A. Edwards
(Printed Name)

Work Director
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon, }
COUNTY OF Washington } ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 26 day of Jan, 2012, by Barbara A. Edwards, as Work Director of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

_____ (Notary Public)

OFFICIAL SEAL
SARA J REYES
NOTARY PUBLIC - OREGON
COMMISSION NO. 448006
MY COMMISSION EXPIRES APRIL 01, 2014

Order ID: 13184162

Loan No.: 0334806072

## EXHIBIT A
## LEGAL DESCRIPTION

The following described property:

Lot One (1) of the Subdivision of Lot One (1) of the Subdivision of Lots Seventy Nine (79), Eighty (80) and Eighty One (81) of Henry Acers Addition in the Southwest Quarter (SW 1/4) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian in the City of Manchester, Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 74.

Assessor's Parcel Number: 630203105900