Recorded: 7/9/2020 at 9:15:20.0 AM
County Recording Fee: $7.00
Iowa E-Filing Fee: $3.00
Combined Fee: $10.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 2292

Prepared by/Return to: Madison Ebel, Cedar Rapids Bank and Trust Company, 500 1st Ave NE, Cedar Rapids, IA (319) 743-7032

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:

Legal Description PARCEL E PART OF THE N ½ NW ¼ SECTION 33, T88N, R5W 5TH P.M., DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2007, PAGE 3729.

Pursuant to the terms of a certain Real Estate Mortgage dated **June 1, 2018**, and recorded on **June 6, 2018** in **Book 2018, Page 1560**, in the office of the Recorder of **Delaware** County, Iowa,

Whereas, Keith Kintzle and **whose address is 2720 180th Ave, Manchester, IA 52057**, (hereinafter called "Mortgagor/Borrower") has applied to Cedar Rapids Bank and Trust, (hereinafter called "Lender") for $ 154,500.00 that is secured by a Mortgage on the above described property recorded in
Book 2018 **,Page** 1560
on 6/7/2018.

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 17th DAY OF June, 2020

Cedar Rapids Bank and Trust Company

By: _____
Theresa Blong, VP Credit Department

ACKNOWLEDGEMENT

STATE OF IOWA)
) SS
COUNTY OF Linn)

On this 17th day of June, 2020, before me personally appeared James D. Klein, as Sr. Vice President 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,

_____
Notary Public

HETHER STAUFFACHER
Commission Number 774155
My Commission Expires
August 2, 2021