BK: 2021 PG: 1491

Recorded: 4/12/2021 at 8:06:52.0 AM

Pages 3

County Recording Fee: \$17.00 lowa E-Filing Fee: \$3.00 Combined Fee: \$20.00

Revenue Tax:

LISA SMITH RECORDER Madison County, Iowa

Commitment Number: 27921110

This instrument prepared by:

Jay A. Rosenberg, Attorney at Law, (Iowa Bar Number AT0012626) 3805 Edwards Road, Suite 550, Cincinnati, OHIO 45209. Phone: 513.247.9605.

Address Tax Statement To: The Federal Savings Bank, ISAOA / ATIMA P.O. Box 735, Indianola, IA 50125

After Recording Return To: ServiceLink 1355 Cherrington Parkway Moon Township, PA 15108

New Lender Address: 300 N Elizabeth St, #3eChicago, IL 60607

SUBORDINATION OF MORTGAGE

This Subordination is made as of the 12th of January, 2021 by Peoples Savings Bank ("Subordinating Lender"), under the following circumstances:

A. Subordinating Lender is the holder of a Mortgage (the "Existing Mortgage") executed by Gregory S. Henderson and Lisa N. Henderson ("Borrower"), in favor of Subordinating Lender in the amount of \$17,140.00, recorded July 13, 2020 at Official Records Book 2020, Page 2482, the Public Records of Madison County, Iowa, which is a lien on the real estate described below (the "Property").

A tract of land located in the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 7.9145 acres, as shown in Boundary Retracement Survey filed in Book 2019, Page 225 of January 10, 2019, in the Office of the Recorder of Madison County, Iowa.

Property Address: 2131 214th Lane, WINTERSET, IA 50273

B. Lender, The Federal Savings Bank, ISAOA / ATIMA, will be making a loan secured by a Mortgage, in the maximum principal amount of \$313,500.00 (Three Hundred Thirteen

Thousand Five Hundred Dollars and Zero Cents), to Gregory S. Henderson and Lisa N. Henderson as Borrower, ("New Mortgage"), which will be a lien on the Property.

C. As part of the consideration for Lender's agreement to make the loan secured by the New Mortgage, and to induce Lender to make that loan, Subordinating Lender has agreed to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, Subordinating Lender and Lender agree as follows:

- 1. Subordinating Lender hereby subordinates the lien of the Existing Mortgage to the lien of the New Mortgage; however, this subordination shall not otherwise affect the validity or priority of the Existing Mortgage.
- 2. This Subordination Agreement is made on the understanding that Subordinating Lender shall not be responsible for any of the obligations of Borrower contained in or secured by the New Mortgage.
- 3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and Subordinating Lender and their respective successors and assigns.

Executed this 12 day of January, 2021

Peoples Savings Bank

By: / Jank A. Riell

Its: Residential Keal Estate Lende

STATE OF <u>lowa</u>
COUNTY OF <u>Warren</u>

The foregoing instrument was acknowledged before me this la day of the RE dender of Peoples Savings Bank, for and on its behalf.

A.

Bouge

Notary Public

OTARIAL SER

TRISHA LYNNETTE
TRUNNELL-BRUMER
Commission Number
78 10 20
My Commission Expires

Exhibit A Legal Description

The following Described Property:

A tract of land located in the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 7.9145 acres, as shown in Boundary Retracement Survey filed in Book 2019, Page 225 of January 10, 2019, in the Office of the Recorder of Madison County, Iowa.

APN #: 400073628020000