33-77-27 PARCEL B IN NE NE 33-77-27 PARCEL D IN N2 NE BK: 2021 PG: 2414

Recorded: 6/11/2021 at 8:10:17.0 AM

Pages 3

County Recording Fee: \$17.00

Iowa E-Filing Fee: \$3.00 Combined Fee: \$20.00

**Revenue Tax:** 

LISA SMITH RECORDER Madison County, Iowa

This instrument was prepared by: Bank of America Subordination Unit 4161 Piedmont Parkway Greensboro, NC 27410 800-669-5864 After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 050776XXXX
Sub#: 330609



## **Real Estate Subordination Agreement**

This Real Estate Subordination Agreement ("Agreement") is executed as of 11/19/2020, by BANK OF AMERICA, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway, Greensboro NC 27410. in favor of SOFI LENDING CORP. ("Junior Lien Holder"),

Whereas, Subordinator is the beneficiary/mortgagee/grantee under the indebtedness described in and secured by a security instrument (deed of trust, mortgage or security deed) dated 03/15/2019, executed by RANDY GUST AND REBECCA GUST, with a property address of: 1508 PRAIRIEVIEW AVE, VAN METER, IA 50261 which was recorded on 04/01/2019, in Volume/Book 2019, Page 921, and Document Number N/A, and if applicable, modified on N/A, in Volume/Book N/A, Page N/A, Document Number N/A, of the land records of MADISON County, IA, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to RANDY GUST AND REBECCA GUST (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, mortgage or security deed (the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of SOFI LENDING CORP, in the maximum principal face amount of or not to exceed \$ 275,000.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.0000% for a period not to exceed 360 months], including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Junior Lien Holder and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation, any interest or late charges which may accrue thereon, and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Junior Lien Holder's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Junior Lien Holder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Junior Lien Holder and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

BANK OF AMERICA, N.A.

Chandle Louvenia Chandler

Date

11/19/2020

**Vice President** Its:

Individual Acknowledgment:

State/Commonwealth/District of North Carolina County/City of Guilford/Greensboro

On this the Nineteenth day of November, 2020, before me, Sherri M. Denny, the undersigned Notary Public, personally appeared Louvenia Chandler, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

> Signature of Person Taking Acknowledgment Commission Expiration Date: 02/26/2025

My Commission Expires

2/26/2025

This is to certify that this instrument was prepared by a Bank of America associate.

## **Corporate Acknowledgment:**

State/Commonwealth/District of North Carolina County/City of Guilford/Greensboro

On this the Nineteenth day of November, 2020, before me, Sherri M. Denny, the undersigned Notary Public, personally appeared Louvenia Chandler, the Vice President of Bank of America, N.A. and that (s)he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Vice President. In witness whereof I hereunto set my hand and official seal.

Signature of Person Taking Acknowledgment
Commission Expiration Date: 02/26/2025

My Commission Expires

2/26/2025