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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

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SUBORDINATION	AGREEMENT			
Return Document to:		1-803-124-8683		
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Preparer Information:				
WAYNE N. MARTENS 201 NEST CT.	WINTERSET IA	50273	888-322-34AC	
Individual's Name Street Address	City/State	Zip	Phone	
Taxpayer Information:				
S.D. HPSSENIUS 1676 MUBLER CT.	MINTERSET IA	5073	Phone	
Individual's Name Street Address	City/State	Zip	rnone	
Grantor(s):	Grantee(s):			
UNION STATE BANK		Weus faeg	BANK.	
Legal Description:				
APN # 400-07-03-00	063000-40D S	E LEGAL P	£ . 3 .	
Book and Page Reference Numbers:	Book	Page		

Prepared by: Wayne N. Martens, Union State Bank, 201 West Court, Winterset, Iowa 50273

SUBORDINATION AGREEMENT

The undersigned Individual is the owner and holder of a mortgage (hereinafter collectively called the Mortgage) made by Scott D. Hessenius and Dianne S. Hessenius, husband and wife, (hereinafter called "Borrower") and recorded on the 20th day of December, 2004 in the office of the Madison County Recorder of the County of Madison, State of lowa in Book 2004 of Mortgages, at Page 6022 and covering the following described premises (set forth legal description of property):

PARCEL "T" LOCATED IN THAT PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION THREE (3), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, CONTAINING 5.29 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 3, PAGE 369 ON DECEMBER 23, 1998, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA

The Borrower has applied for a secured loan in the amount of \$314,000.00 for a term of Thirty (30) years from Wells Fargo Bank, NA (hereinafter called "Lender"). Lender has declined to make such a loan unless the undersigned subordinates its contract in the above described premises to lender.

Therefore, in order to induce Lender to make said loan to borrower, and in consideration of the consummation of said loan in reliance upon this Subordination Agreement, the undersigned hereby subordinates all right, title and interest under said outstanding contract of otherwise in and to the property described above as against said loan to be made by said Bank, in an amount not to exceed \$314,000.00 so that the mortgage executed by borrower to Lender shall grant a lien in said property superior to the outstanding contract of the undersigned, except as herein limited.

The mortgage shall otherwise remain in full force and effect, the subordination herein provided being limited in application to the original term of the proposed loan herein set forth.

This Subordination Agreement shall be of no force or effect unless the proposed loan from Lender to Borrower is completed with <u>60</u> days from date of this Subordination Agreement.

This Subordination Agreement shall be binding upon the successors and assigns of the undersigned and shall operate to the benefit of Lender, its successors and assigns.

NOTICE

ORAL OR IMPLIED CHANGES TO THIS OR ANY OTHER CREDIT AGREEMENT(S) (EXCEPT CONSUMER LOANS OR OTHER EXEMPT TRANSACTIONS) WITH THIS LENDER ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE ALSO APPLIES TO ANY OTHER CREDIT AGREEMENTS (EXCEPT CONSUMER LOANS OR OTHER EXEMPT TRANSACTIONS) NOW IN EFFECT BETWEEN YOU AND THIS BANK.

The undersigned acknowledges receipt of a copy of this instrument.

Dated this 15th day of June, 2009.

By:

Wayne N. Martens, Sr. V.P.

Duane Gordon, V.P.

On this 15th day of June, 2009, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Wayne N. Martens and Duane Gordon to me personally known, who, being by me duly sworn, did say that they are the Senior Vice President and Vice President respectively, of the corporation, executing the foregoing instrument, that (no seal) on behalf of the corporation by authority of its Board of Directors: that Wayne N. Martens and Duane Gordon acknowledged the execution of the instrument to be the voluntary act and deed of the corporation by it voluntarily executed.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA



EXHIBIT A

The Land referred to in this Commitment is described as follows:

Parcel "T" located in that par tof the Southeast Quarter (SE ¼) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 5.29 acres, as shown in Plat of Survey filed in Book 3, Page 369 on December 23, 1998, in the Office of the Recorder of Madison County, Iowa.

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