



Document 2008 1455

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Date 5/06/2008 Time 9:44 AM

Rec Amt \$17.00

INDX ✓

ANNO ✓

SCAN

LISA SMITH, COUNTY RECORDER
MADISON IOWA

CHEK

✓ When Recorded Return to:
First Tennessee Bank National Association, Grantor
P.O. Box 132
Memphis, TN 38101

SUBORDINATION AGREEMENT

RECITALS:

WHEREAS, Durwin Sauer and Sharyl A. Sauer, Husband and Wife, as Joint Tenants with full rights of survivorship, and not as tenants in common. (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

1365 Pointe Court
Cumming, IA 50061

AND WHEREAS, the said Borrower has made application for a closed-end mortgage loan ("New Loan") in an amount not to exceed \$404,500.00 from CitiMortgage, Inc (the "Grantee"), whose address is: P. O. Box 689196, Des Moines, IA 50368-9196 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Horizon Home Loans, a division of First Tennessee Bank National Association (collectively, "Grantor") has an interest in or lien upon the Property as follows:

(Mortgage) As Mortgagee under a Mortgage Recorded September 11, 2007 as Book 2007, Page 3451. Official Records of the County of Madison, State of Iowa.

As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.


AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
5. This Agreement shall be construed in accordance with the laws of the State of Tennessee.


IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized representative and Trustee has executed this Agreement on this 18 day of March, 2008.

WITNESS:



Suzie Russell

First Horizon Home Loans, A Division of
First Tennessee Bank, N.A. (Grantor)

By: 

Name: Jeff McLean
Title: Limited Vice President

ACKNOWLEDGMENT

STATE OF TENNESSEE)
) ss:
COUNTY OF SHELBY)

Before me, **Lee Anne Gafford** of the state and county mentioned, personally appeared **Jeff McLean**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Limited Vice President of First Horizon Home Loans, A Division of First Tennessee Bank, N.A. the within named bargainer, a corporation, and that he/she, as such Limited Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President.

WITNESS my hand and official seal on this 18th day of March, 2008.

Lee Anne Gafford
Notary Public

My Commission expires:

MY COMMISSION EXPIRES NOV. 29, 2009

