

BK: 2008 PG: 1714
Recorded: 5/29/2008 at 1:40:37.0 PM
Fee Amount: \$22.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

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Santa Ana, CA. 92705
800-756-3524 Ext. 5011

PREPARED BY: LATOYA DAVIDSON

65038159581998

SUBORDINATION AGREEMENT

NOTICE: This subordination agreement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument

This Agreement is made this 26th day of March 2008, by and between **Wells Fargo Bank, N.A.** a national bank with its headquarters located at **3476 STATE VIEW BLVD FORT MILL, SC 29715-7200** (herein called "Lien Holder"), and **Wells Fargo Bank, N.A.**, with its main office located in the State of **Iowa** (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated **November 10, 2006** executed by **Robert T. Flewellyn, a single person, and Cynthia S. Cerny, a single person** (the "Debtor") which was recorded in the county of **MADISON, State of IOWA**, as **Book 2007, Page 116** on **January 09, 2007** (the "Subordinated Instrument") covering real property located in **CUMMING** in the above-named county of **MADISON, State of IOWA**, as more particularly described in the Subordinated Instrument (the "Property").

PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement not to exceed the amount of \$228,216.

D.D. 1/30/08 RECORDED 4/8/08 BK 2008 PG 1122

Lien Holder has agreed to execute and deliver this Subordination Agreement.

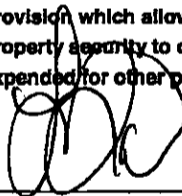
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
3. This Agreement is made under the laws of the State of IOWA. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

WELLS FARGO BANK N.A.

NOTICE: This subordination agreement contains a provision which allows the person obligated on your real property security to obtain a loan a portion of which may be expended for other purposes than improvement of the land



By: Latoya Davidson
Title: Vice President of Loan Documentation

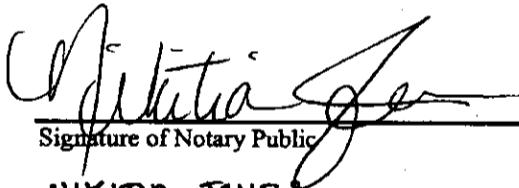
STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

On this 26th day of March, 2008, Before me Nikitia Jones, personally
appeared Latoya Davidson, Vice President Loan Documentation as OFFICER of
WELLS FARGO BANK, N.A.

- personally known to me
 proved to me on the basis of satisfactory evidence

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, and that such individual made such appearance before the undersigned in the City of Fort Mill, County of York, State of South Carolina
WITNESS my hand and official seal,



Signature of Notary Public

NIKITA JONES

My commission expires: October 1, 2014.

NIKITA JONES
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES

APN: 011011086034100

Order ID: 4150940

Loan No.: 0086164662

**EXHIBIT A
LEGAL DESCRIPTION**

The land referred to in this policy is situated in the State of IA, County of MADISON, City of CUMMING and described as follows:

Lot Nine (9) of Hy-View subdivision, an official plat of the subdivision of the South Half (1/2) of the Southwest Quarter (1/4); the South Half (1/2) of the Southeast Quarter (1/4), except the North 660 feet of the West 660 feet of said South Half (1/2) of the Southeast Quarter (1/4); the Northeast Quarter (1/4) of the Southeast Quarter (1/4); all in Section Ten (10), and also the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of section Fifteen (15); all the above described tract being in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, subject to easement for petroleum and natural gas pipeline.

APN 011011086034100

WITH THE APPURTENANCES THERETO.

APN: 011011086034100