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ANNO ✓
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CHEK

Prepared by: Melinda Astraski
~~RECORD AND RETURN TO:~~
PHH Mortgage Corporation
4001 Leadenhall Road
MailStop SV27
Mount Laurel, NJ 08054
Attn: Subordination Dept.
Loan No.: 0051025724

LISA SMITH, COUNTY RECORDER
MADISON IOWA

R# 2878398
C# 2073157

SUBORDINATION AGREEMENT

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THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of the 12th day of March 2008, by **Charles Schwab Bank**, 3000 Leadenhall Road, Mount Laurel, NJ 08054 ("Subordinating Party"), in favor of **Quicken Loans, Inc.**, it's successors and/or assigns, as their respective interest may appear ("Outside Lender").

WITNESSETH: That,

WHEREAS, Subordinating Party is the owner and holder of that certain Mortgage dated November 21, 2007 in the amount of **\$40,000.00**, executed by **Sulim Nong, an unmarried person**, ("Borrower," which term includes all parties executing such instrument) in favor of Charles Schwab Bank, recorded on December 12, 2007 as **Book 2007 Page 4384** of the public records of ~~Dallas~~ ^{Madison} **County**, State of Iowa (the "Subordinate Security Instrument"), and whereas the existing Deed of Trust is reduced to an amount not to exceed **\$30,000.00** by Amendment dated **March 12, 2008**, and to be recorded in the Official Records of said county; which encumbers the following described real property:

See Attached "Exhibit A"

hereinafter the "Property."

WHEREAS, Borrower is the owner of the Property and Outside Lender is extending a new loan to Borrower in the amount of **\$242,500.00** (the "New Loan") which is also secured by a Mortgage that encumbers the Property, which security instrument is being recorded in said public records contemporaneously with the recording of this Agreement (the "Outside Lender Security Instrument"); and *Recorded 5/20/2008 2008 1639*

WHEREAS, Outside Lender, as an express condition of its extending the New Loan to Borrower, requires that the Outside Lender Security Instrument be a valid first lien encumbrance against the Property superior in all ways to the Subordinate Security Instrument and that Subordinating Party unconditionally subordinate the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument in the manner hereinafter described;

NOW THEREFORE, in consideration of the premises which are hereby incorporated into this Agreement, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Outside Lender to make the New Loan to Borrower, Subordinating Party hereby unconditionally acknowledges and agrees with Outside Lender that:

Return to
Title Source, Inc.
1450 W. Long Lake Road
Suite 400
Troy, MI 48098
888-TITLE55
New

1. Subordinating Party hereby subordinates the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument and declares that the Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof, or substitutions therefore is and shall remain a first lien on the Property, prior and superior to the lien of the Subordinate Security Instrument, and shall be entitled to the same rights and privileges, both in law and equity, as it would have had if the Outside Lender Security Instrument had been executed, delivered, and recorded prior to the execution, delivery, and recordation of the Subordinate Security Instrument.

2. Any future advance of funds or additional debt that may be secured by the Subordinate Security Instrument shall be subject to the provisions of this Agreement. The Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof or substitutions therefore, are and shall remain a first lien on the Property, prior and superior to any lien for future advances of funds or additional debt secured by the Subordinate Security Instrument.

3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by Outside Lender and Subordinating Party. This Agreement shall be binding upon Subordinating Party and the heirs, legal representatives, successors, and assigns of Subordinating Party and shall inure to the benefit of, and shall be enforceable by, Outside Lender and its successors and assigns. Subordinating Party waives notice of Outside Lender's acceptance of this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year first above written.

**Charles Schwab Bank, by
PHH Mortgage Corporation, Authorized Agent**

[Handwritten Signature]

Jason Webb, Assistant Secretary

Signed, sealed, and delivered
in the presence of:

[Handwritten Signature]

Name: Amy Allen

Corporate Seal



[Handwritten Signature]

Name: Melinda Astraski

STATE OF NEW JERSEY)
) ss.:
COUNTY OF BURLINGTON)

The foregoing instrument was acknowledged before me this 12th day of March 2008, by Jason Webb, who is Assistant Secretary of PHH Mortgage Corporation, on behalf of the corporation.

[Handwritten Signature]
Notary Public, State of New Jersey

Natasha A. Moss
NOTARY - NEW JERSEY
ID #2315009
My Commission Expires 5/13/09

Exhibit A

LOT THREE (3) OF DONEGAL HIGHLANDS, A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

Commonly known as 1547 Timber Ridge Court Van Meter, IA 50261
However, by showing this address no additional coverage is provided.