

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 20⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 5⁰⁰

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Space above line for recording purposes.

Prepared by: **Jessyca Doke**
Wells Fargo Home Mortgage, Inc
7015 Vista Drive
West Des Moines, Iowa 50266

Account Number: 13232441

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 **22** day of **January, 2004**, by **Wells Fargo Bank Iowa, N.A.** a national bank with its headquarters located at 7th and Walnut St., Des Moines, Iowa, (herein called "Lien Holder"), for the benefit of **Wells Fargo Home Mortgage, Inc** 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 **June 25th, 2002** executed by **Bruce A Mecham and Marla Mecham** (the "Debtor") which was recorded in the county of **Madison**, State of **Iowa**, as **Book 2002, Page 3751** on **August 1st, 2002** (the "Subordinated Instrument") covering real property located in **Winterset** 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 in the amount of **\$115,000.00**.

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 Iowa, 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: **Patti Vanorden**

Title: **Vice President Loan Documentation**

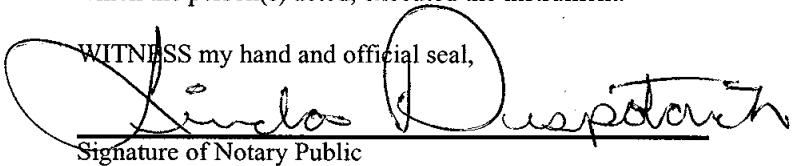
STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 22nd day of January, 20 04, Before me
Linda Despotovich personally appeared
Patti Vanorden as **Vice President of Loan Documentation of Wells Fargo Bank Iowa,**
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.

WITNESS my hand and official seal,


Signature of Notary Public

My commission expires: 12-6-04

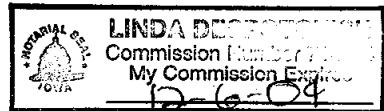


Exhibit "A"

A parcel of land described as commencing at the Southwest Corner of Section Thirteen (13), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence North 00°00' along the West line of the Southwest Quarter (1/4) of said Section Thirteen (13), 726.81 feet, thence South 87°02' East 1,320.30 feet to the East line of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Thirteen (13), thence South 00°00' 462.81 feet, thence North 87°02' West 330.00 feet, thence South 00°00' 264.00 feet to the South line of said Southwest Quarter (1/4) of the Southwest Quarter (1/4), thence North 87°02' West 990.30 feet to the point of beginning, containing 20.0027 Acres, including 1.3217 Acres of County Road Right-of-Way,

