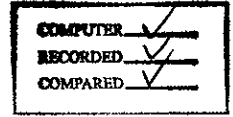


MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA



WMA

Space above line for recording purposes.

*Prepared by: Homeservices Lending, LLC DBA Midamerican Home Services Mortgage,
6506504219570 7900 Ferris Ave S, 3rd Floor, Bloomington, MN 55431*

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 18th day of February 2005, by and between **Wells Fargo Bank N.A.** a national bank with its headquarters located at 420 Montgomery street, San Francisco, CA (herein called "Lien Holder"), and **HOMESERVICES LENDING, LLC DBA MIDAMERICAN HOME SERVICES MORTGAGE** 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 **July 14th, 2004** executed by **Robert T Flewellyn and Cynthia S. Cerney** (the "Debtor") which was recorded in the county of **Madison**, State of **Iowa**, as book **2004, page 3286** on **July 14th, 2004** (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 in the amount of \$248,000.00.

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 IA. 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: M. Mte.
Title: Asst. Vice President

LEGAL DESCRIPTION OF PROPERTY

Borrower Name: Robert T. Flewellyn & Cynthia S. Cerney

Loan Number: 051049336

Property Address: 3191 Cumming Rd.

Cumming, IA 50061

Date: 2/25/2005

Legal Description:

Lot Nine of Hy-View Subdivision, an official plat of the subdivision of the South Half of the Southwest Quarter, the South Half of the Southeast Quarter, except the North 660 feet of the West 660 feet of said South Half of the Southeast Quarter; the Northeast Quarter of the Southeast Quarter; all in Section Ten, and also the Northeast Quarter of the Northwest Quarter of Section Fifteen; all the above described tract being in Township Seventy-seven North, Range Twenty-six West of the 5th P.M., Madison County, Iowa, subject to easement for petroleum and natural gas pipeline and containing 230 acres, more or less.

