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Prepared by Union State Bank, 201 West Court, Winterset, Iowa 50273

SUBORDINATION AGREEMENT

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

The undersigned Bank is the owner and holder of a note and mortgage (hereinafter collectively called the "Mortgage") made by Mark & Julie McKeever (hereinafter called "Borrower") and recorded on the 24th day of April, ~~2000~~ 2002 in the office of the Recorder County Recorder of the County of Madison, State of Iowa in Book 219 of Mortgages, at Page 354 and covering the following described premises (set forth legal description of property).

Lot Two(2) in Block Eight (8) of Railroad Addition to the Town of Winterset, Madison County, Iowa,

The Borrower has applied for a secured loan in the amount of \$81,600.00 for a term of 15 years from ABN AMRO MORTGAGE (hereinafter called "lender"). Lender has declined to make such a loan unless the undersigned Bank subordinates its mortgage in the above described premises to lender.

The proceeds of this proposed loan will be used for the following purposes:

Therefore, in order to induce Lender to make said loan to Borrower, and in consideration of the consummation of said loan in reliance upon this Subordination Agreement, the undersigned Bank hereby subordinates all right, title and interest under said outstanding mortgage or otherwise in and to the property described above as against said loan to be made by said Lender, in an amount not to exceed \$81,600.00, so that the mortgage to be executed by Borrower to lender shall grant a lien in said property superior to the outstanding mortgage of the undersigned Bank, except as herein limited.

The mortgage shall otherwise remain in full force and effect, the subordination herein provided being limited in application to the original term of the proposed loan herein set forth.

This Subordination Agreement shall be of no force or effect unless the proposed loan from Lender to Borrower is completed with \_\_\_\_\_ days from date of this Subordination Agreement.

This Subordination Agreement shall be binding upon the successors and assigns of the undersigned Bank and shall operate to the benefit of Lender, its successors and assigns.

NOTICE

**ORAL OR IMPLIED CHANGES TO THIS OR ANY OTHER CREDIT AGREEMENT(S) (EXCEPT CONSUMER LOANS OR OTHER EXEMPT TRANSACTION) WITH THE BANK ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE ALSO APPLIES TO ANY OTHER CREDIT AGREEMENTS (EXCEPT CONSUMER LOANS OR OTHER EXEMPT TRANSACTIONS) NOW IN EFFECT BETWEEN THE BANK AND THE LENDER.**

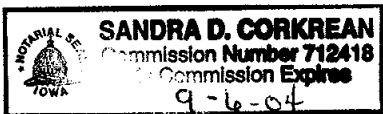
The undersigned acknowledges receipt of a copy of this instrument.

Dated this 8th day of April, 2002.

STATE OF IOWA  
COUNTY OF Madison

By Duane Gordon V.P.  
By Steve Warrington Sr. V.P.

On this 8th day of April, 2002 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Duane Gordon and Steve Warrington, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Sr. Vice President respectively, of the corporation, executing the foregoing instrument, that (no seal has been procured by)(the seal affixed thereto is the seal of) the corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; that Duane Gordon and Steve Warrington, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation by it voluntarily executed.



Sandra D. Corkrean  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA