

003944

FILED NO. \_\_\_\_\_

BOOK 2002 PAGE 3944

2002 AUG 13 PM 12:48

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC \$ 20<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

Space above line for recording purposes.

✓ Prepared by: **Christian Cartwright**  
**Wells Fargo Home Mortgage**  
**7485 New Horizon Way**  
**Frederick, MD 21703**

Account Number: **6546542165880000**

**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 **1st** day of **August, 2002**, by **Wells Fargo Bank West, N.A.** a national bank with its headquarters located at **San Francisco, California** (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 **May 23rd, 2002** executed by **Jon G. Beschen and Michele D. Beschen, husband and wife**(the "Debtor") which was recorded in the county of **Dallas**, State of **Iowa**, as -  
\_\_\_\_\_ on \_\_\_\_\_ (the "Subordinated Instrument") covering real property located in **Van Meter** 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 **\$210,000.00**.

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 West, 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: **Marie Butler**

Title: **Assistant Vice President**

STATE OF Maryland)  
 ) SS.  
COUNTY OF *Montgomery*

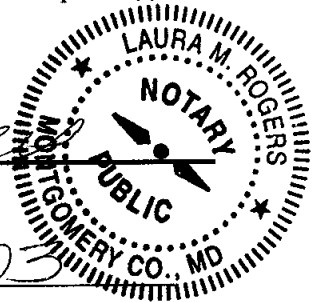
On this 1<sup>st</sup> day of August, 20 02, Before me  
**Laura Rogers, Notary Public** personally appeared  
**Marie Butler as Assistant Vice President of Wells Fargo Bank West, N.A.**

- 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,

*Laura M. Rogers*  
Signature of Notary Public



My commission expires: 5/6/03

A TRACT OF LAND COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (1/4) OF SECTION NINE (9), IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5<sup>TH</sup> P.M., MADISON COUNTY, IOWA, RUNNING THENCE NORTH 863.25 FEET, THENCE SOUTH 76 DEGREES 15 MINUTES EAST 236.5 FEET, THENCE SOUTH 50 DEGREES 10 MINUTES EAST 351.7 FEET, THENCE SOUTH 20 DEGREES 16 MINUTES EAST 127.5 FEET, THENCE SOUTH 5 DEGREES 53 MINUTES EAST 401 FEET, THENCE SOUTH 83 DEGREES 58 MINUTES WEST 589.9 FEET TO THE POINT OF BEGINNING, CONTAINING 9.05 ACRES.

