

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

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BOOK 2003 PAGE 2289  
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MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

✓ Prepared by: Wells Fargo Home Mortgage, 3601 Minnesota Drive,  
Space above line for recording purposes. Bloomington, MN 55435-5284

65465434343460001

#### 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 7th day of April 2003, by and between **Wells Fargo Bank, N.A.** a national bank with its headquarters located at **420 Montgomery Street, San Francisco, California** (herein called "Lien Holder"), and **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 **August 1, 2002** executed by **Kevin Wayne Clemens and Teresa Lynn Clemens, as joint tenants with full rights of survivorship and not as tenants in common** (the "Debtor") which was recorded in the county of **MADISON**, State of **Iowa**, as **Book 2002, Page 4202** on **August 27, 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 \$210,646.00.

Lien Holder has agreed to execute and deliver this Subordination Agreement.

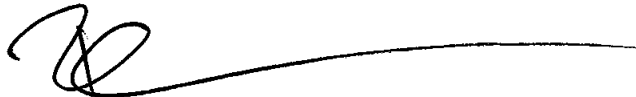
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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 , 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: Richard Bostian  
Title: Assistant Vice President

STATE OF Minnesota        )  
  ) SS.  
COUNTY OF Hennepin     )

The foregoing instrument was acknowledged before me this 7th day of April, 2003, by Richard Bostian, Assistant Vice President of Wells Fargo Bank , N.A.

WITNESS my hand and official seal.

My commission expires: January 31, 2007

  
Natalie Lynn Fevig  
Notary Public

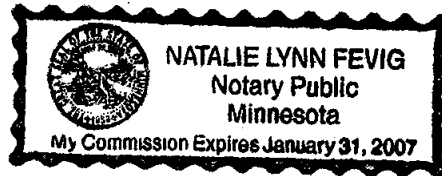


EXHIBIT "A"

The Northeast Quarter (1/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) and the North Half (1/2) of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-five (25) in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa



*Handwritten signature or initials.*