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FILED NO. 002324  
BOOK 2003 PAGE 2324  
2003 APR 23 PM 12: 10

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Space above line for recording purposes.

✓ Prepared by: **Amy Walsh**  
**Wells Fargo Home Mortgage**  
**7015 Vista Drive**  
**West Des Moines, IA 50266**

REC \$ 15<sup>00</sup>  
AUD \$       
R.M.F. \$     

C

COMPUTER	✓
RECORDED	✓
COMPARED	✓

Account Number: 45145170502240001

**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 17th day of April, 2003, by **Wells Fargo Bank Iowa, N.A.** a national bank with its headquarters located at 1740 Broadway, Denver, Colorado, (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 March 4, 2002, executed by Dennis Weeks and Debbie Weeks (the "Debtor") which was recorded in the county of Madison, State of Iowa, in Book 2002 at Page 1038 on March 4, 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").

**Lot 7 of Catherine Court, a Subdivision located in Sections 19 and 30 in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa.**



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 \$224,000.00.

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

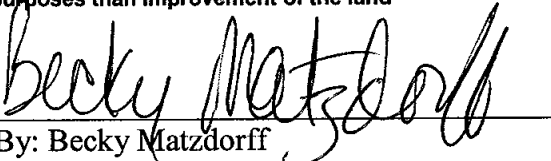
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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**



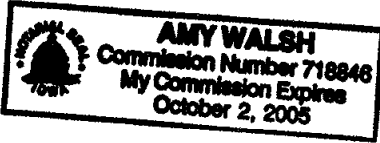
By: Becky Matzdorff

Title: **Vice President Loan Documentation**

STATE OF IOWA            )  
                                  ) SS.  
COUNTY OF POLK        )

On this 17th day of April, 2003, before me personally appeared Becky Matzdorff as **Vice President 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/

Amy Walsh  
Signature of Notary Public

My commission expires: Oct. 2, 2005