

3482

FILED NO.

2003 BOOK 3482 PAGE

2003 JUN 16 AM 11:53

REC \$ 25<sup>00</sup>  
 AUD \$ 100  
 R.M.F. \$ 100

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

PREPARED BY: Joel E. Anderson  
 First Federal Capital Bank  
 605 State Street La Crosse, WI 54601  
 608-796-4455

MICKI UTSLER  
 RECORDER  
 MADISON COUNTY, IOWA



Parcel ID: 560111662010000

L116

## SUBORDINATION AGREEMENT

97158689

THIS SUBORDINATION AGREEMENT is made this 13th day of June, 2003, by and between First Federal Capital Bank, a corporation, with a place of business at 605 State Street, La Crosse, WI 54601 and First Federal Capital Bank, a corporation, with a place of business at 605 State Street, La Crosse, WI 54601

WHEREAS,

HELEN M. HACKER AND JERRY D. HACKER AS JOINT TENANTS

("Borrower") executed and delivered to First Federal Capital Bank F/K/A First Federal Savings Bank La Crosse - Madison mortgage in the sum of THIRTY NINE THOUSAND EIGHT HUNDRED THIRTY EIGHT & 50/100 Dollars (U.S. \$39,838.50) dated 6/01/02, and recorded 6/21/02 in Mortgage Book Volume 2002, page 3034, in the records of Document #

VMP-1268 (9802)

2/98

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 5



Return To:  
 Review, Packaging, & Shipping Dept  
 First Federal Capital Bank  
 PO Box 1868  
 La Crosse WI 54602-1868

1116A

\*

First Federal Capital Bank  
is and shall be subordinated to the lien of the mortgage executed by the Borrower to  
First Federal Capital Bank  
I. That the lien of mortgage executed by the Borrower to  
herein, NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:  
has agreed on the conditions provided  
to which First Federal Capital Bank  
First Federal Capital Bank  
be subordinated to the lien of the mortgage executed by Borrower to  
First Federal Capital Bank  
as a condition of its loan to Borrower that the lien of the mortgage executed by Borrower to  
has required

WHENAS,  
County;  
which mortgage is intended to be recorded herewith in the records of  
Madison County,  
a mortgage in the sum of ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED & 00/100 DOLLARS  
(U.S. \$111,500.00)  
First Federal Capital Bank  
WHENAS, the Borrower executed and delivered to  
State of Iowa

SOUTH LINE TO THE POINT OF BEGINNING.  
THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4; THENCE WEST 660 FEET ALONG SAID  
CENTERLINE OF THE COUNTY ROAD, THENCE SOUTHWESTLY ALONG SAID CENTERLINE TO  
THENCE NORTH ON THE WEST LINE THEREOF 520 FEET, THENCE EAST 33 FEET TO THE  
COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED LAND AND RUNNING  
RANGE 28 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT A TRACT OF LAND  
THE SOUTH 3/4'S OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, TOWNSHIP 75 NORTH,  
Madison County, which mortgage is a lien on  
the following described property:

provided, however, that the lien of the mortgage to  
First Federal Capital Bank

to First Federal Capital Bank  
First Federal Capital Bank

shall be subordinated to the lien of the mortgage

only to the extent that the lien of the mortgage to

is, as a result of this Subordination Agreement, a validly perfect  
first lien security interest in the above-described property.

2. That the mortgage executed by the Borrower to  
First Federal Capital Bank  
is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to  
First Federal Capital Bank  
extant that the mortgage to First Federal Capital Bank  
is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.

3. That to the extent of the mortgage of  
First Federal Capital Bank  
Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien  
of the mortgage executed by Borrower to  
First Federal Capital Bank  
shall not be affected or impaired by a judicial sale under a judgment  
recovered under the mortgage made by the said Borrower to  
First Federal Capital Bank  
but any such sale shall be subject to the lien of the said mortgage executed  
by the Borrower to First Federal Capital Bank  
upon the bond or note secured thereby.

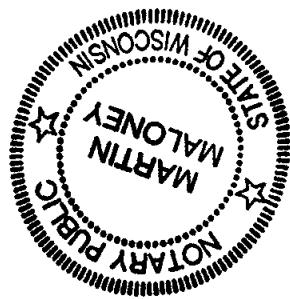
4. That the First Federal Capital Bank  
shall notify in writing of any default under  
the terms of the mortgage executed by the Borrower to  
First Federal Capital Bank

L116B

VMP -1268 (9802)

Page 3 of 5

1116C



*Martin Malone*  
 Notary Public  
 Martin J. Malone  
 My Commission Expires: 01/29/2006

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Subordination Agreement for the purpose herein contained by signing the name of the corporation by himself and, being authorized to do so, executed the foregoing  
 and, being authorized to do so, executed the foregoing  
 as Assistant Secretary  
 of First Federal Capital Bank  
 who acknowledged himself to be the  
 undersigned officer, personally appeared Joel E. Anderson  
 On this 3rd day of June, 2003, before me, the  
 COUNTY OF La Crosse  
 STATE OF Wisconsin  
 Title: Assistant Secretary  
 By: *Joel E. Anderson*

First Federal Capital Bank  
 Title: Assistant Secretary  
 By: *Joel E. Anderson*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first  
 above written.

**STATE OF** Wisconsin  
**COUNTY OF** La Crosse

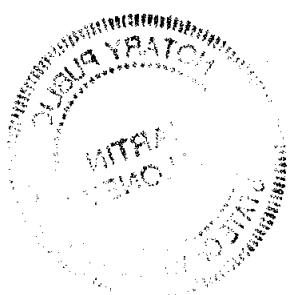
On this 13th day of June 2003, before me, the undersigned officer, personally appeared Joel E. Anderson, who acknowledged himself to be the Assistant Secretary of First Federal Capital Bank and, being authorized to do so, executed the foregoing Subordination Agreement for the purpose therein contained by signing the name of the corporation by himself as Assistant Secretary

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Martin J. Maloney  
My Commission Expires: 01/29/2006  
Notary Public

RETURN TO: ✓ Review, Packaging, & Shipping Dept  
First Federal Capital Bank  
P O Box 1868  
La Crosse, WI 54602-1868





16-75-28,  
Tract in NE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>

3034  
6-21-02