

REC \$ 10<sup>00</sup>  
AUD \$ 1<sup>00</sup>  
R.M.F. \$ 5<sup>00</sup>

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FILED NO. 4081  
BOOK 2003 PAGE 4081

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

SUBORDINATION AGREEMENT

The undersigned Bank is the owner and holder of a note and mortgage (hereinafter collectively called the "Mortgage") made by Tony and Jayne Maxwell (hereinafter called "Borrower") and recorded on the 27th day of July, 1998 in the office of the Madison County Recorder of the County of Madison, State of Iowa in Book 200 of Mortgages, at Page 834 and covering the following described premises (set forth legal description of property).

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Refer to attached exhibit "A"

The Borrower has applied for a secured loan in the amount of \$ 107,000.00 for a term of 240 months from Union State Bank (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: Refinance present loan and build a bldg.

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 \$ 107,000.00, 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 10 days from date of this Subordination Agreement.

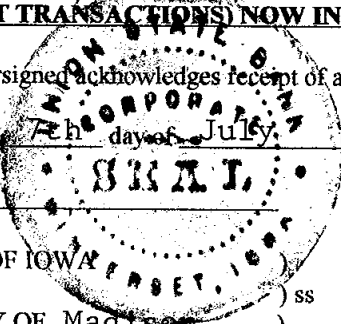
This Subordination Agreement shall be binding upon the successors and assigns of the undersigned Bank and shall operate to the benefit of Lender, its successors and assigns.

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 7th day of July, 2003



By: Steven D. Warrington Senior V.P.  
By: Duane Gordon VP.

STATE OF IOWA )  
COUNTY OF Madison ) ss

On this 7th day of July, 2003 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven D. Warrington and Duane Gordon personally known, who, being by me duly sworn, did say that they are the Sr. V.P. and V.P. 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 Steven D. Warrington and Duane Gordon acknowledged the execution of the instrument to be the voluntary act and deed of the corporation by it voluntarily executed.

**SANDRA D. CORKREAN**  
Commission Number 712418  
My Commission Expires  
9-6-04

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

**Exhibit "A"**

**Tony and Jayne Maxwell for the following described real property:**

Lot Three (3) in the Southeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ), and Lot Nine (9) of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Fifteen (15), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT a part of Lot Nine (9) of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Fifteen (15) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, described as follows:  
Commencing at the Northeast Corner of said Lot Nine (9) and running thence South along the East line of said Lot Nine (9) 150 feet, thence West to the center of the public road running through said Lot Nine (9), thence Northeasterly up the center of said public road to a point on the North line of said Lot Nine (9), thence East on the North line of said Lot Nine (9) 135.2 feet to the Point of Beginning,

