

FILED NO. 3626

BOOK 2003 PAGE 3626

2003 JUN 23 PM 2: 02

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC \$ 15<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

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

(Do not write above this line. This space is reserved for recording.)



**Real Estate Subordination Agreement  
(Bank of America to Bank of America)**

This instrument was prepared by and after recording returned to:

Bank of America  
FL9-700-04-04  
9000 Southside Blvd  
Jacksonville, FL 32256  
877-227-7070

This Real Estate Subordination Agreement ("Agreement") is executed as of June 16, 2003, by Bank of America, N.A., having an address of 901 S. George Washington Blvd, Wichita, KS 67211 ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of 9000 Southside Blvd Jacksonville, FL 32256 ("Bank of America, N.A.")

**Whereas**, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated January 9, 2003, executed by Richard A. Conoan and Denise M. Conoan

and which is recorded in Volume/Book 2003, Page 354, and if applicable, Document Number \_\_\_\_\_, of the land records of Madison County, Iowa, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

**Whereas**, Bank of America has been requested to make a loan, line of credit or other financial accommodation to Richard A. Conoan and Denise M. Conoan

(jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering, without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of Bank of America in the maximum principal face amount of \$ 26,000.00 (the "Principal Amount") [**For North Carolina only - bearing interest and payable as therein provided at the maximum rate of \_\_\_\_\_ % for a period not to exceed \_\_\_\_\_ months**], including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Bank of America and Borrower shall determine; and

Now, **Therefore**, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the Property or Bank of America's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Bank of America regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall insure to the benefit of the Subordinator and Bank of America and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

Bank of America, N.A.

*[Handwritten Signature]*  
Witness

By: *[Handwritten Signature]* 6/16/2003  
Its: AVP Date

*[Handwritten Signature]*  
Witness

**The following states must have Trustee sign Subordination Agreement: AZ, DC, NC, NV and VA.**

The trustee(s), if any, named in the Senior Lien join(s) in the execution of this Agreement to evidence consent and to effectuate the provisions hereof.

Witness(es):

Trustee Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

**Trustee Acknowledgment:**

State/Commonwealth/District of \_\_\_\_\_  
County/City of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of \_\_\_\_\_, and that (s)he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as \_\_\_\_\_ as trustee. In witness whereof I hereunto set my hand and official seal.

Notary Seal

Commission Date: \_\_\_\_\_

**Bank of America Acknowledgment:**

State/Commonwealth/District of Kansas  
County/City of Sedgwick

On this the 16<sup>th</sup> day of June, 2003, before me, Jodi Goff, the undersigned officer, personally appeared Mark Weber, who acknowledged him/herself to be the asst. vice president of Bank of America, N.A., and that (s)he, as such asst. vice president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as asst. vice president. In witness whereof I hereunto set my hand and official seal.

Notary Seal



Jodi Goff  
Signature of Person Taking Acknowledgment

Commission Date: 2-25-06

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