

Document 2005 2455

Book 2005 Page 2455 Type 04 005 Pages 5
Date 5/31/2005 Time 1:31 PM
Rec Amt \$32.00

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

Prepared By: Lora A. Hamilton
Wells Fargo Bank, N.A.
PO Box 31557
Billings, MT 59107

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

Subordination Agreement

Recording Requested by: LSI
VE When Recorded Mail to:
Attn: Custom Recording Solutions
2550 N. Red Hill Ave.
Santa Ana, CA 92705
800-756-3524

CRS# 96 7995

APN# 82 000 1403030000

Space above line for recording purposes.

65065007608890001

0047103275

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 6th day of October 2004, by and between **Wells Fargo Bank, N.A.** a national bank (herein called "Lien Holder"), and **Wells Fargo Bank, N.A., a national bank** (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated **06/11/03**, executed by **CURTIS BUSCH AND ELISHA BUSCH, HUSBAND AND WIFE, 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 **3764** on **06/27/03** (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 \$86156.

Recorded: 10/08/04 Book: 2004 Page: 4749

Dated: 9/30/04 Instrument # 0004-00035413

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

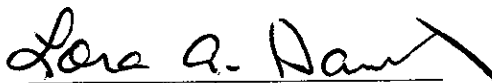
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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: Lora A. Hamilton

Title: Vice President, Loan Documentation

STATE OF South Carolina)

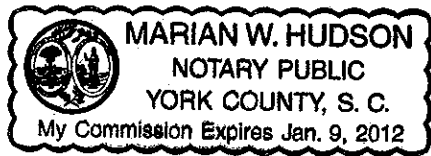
) SS.

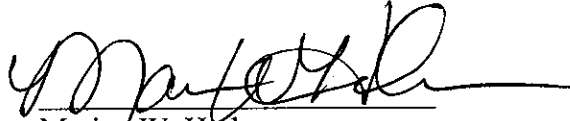
COUNTY OF York)

The foregoing instrument was acknowledged before me this 6th day of October, 2004, by
Lora A. Hamilton, Vice President, loan documentation of Wells Fargo Bank, N.A.
(bank officer name)

WITNESS my hand and official seal.

My commission expires: 01/09/2012




Marian W. Hudson
Notary Public

Order ID1587207

Loan Number : 708-0047105275

EXHIBIT A
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN MADISON COUNTY, IOWA:

THE NORTH 77 FEET OF LOTS FOUR (4) AND FIVE (5) IN BLOCK THREE (3) OF W.A. JENKIN'S
ADDITION TO THE ORIGINAL TOWN OF WINTERSET, IN MADISON COUNTY, IOWA

APN: 820001403030000