

Document 2006 388

Book 2006 Page 388 Type 04 005 Pages 4
Date 1/27/2006 Time 12:34 PM
Rec Amt \$36.00

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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

USDA SUBORDINATION BY THE GOVERNMENT

Form RD 460-2
(Rev. 1-02)

Prepared by: RBomer, 627 E Locust, Des Moines, IA 50309 Ph. 515-288-0111
 Address Tax Statement: To be mailed to grantors address 17289 STRATFORD DR
OLIVE 50325
 The United States of America acting through the United States Department of Agriculture (called the "Government") is the owner and holder of the following-described instruments executed by _____
National Affordable Housing and Winterset Development Co II, LP of Polk
 County, State of Iowa

Title of Instrument	Date of Instrument	Date Filed	Office Filed	Document File or	
				Book No	Page No.
Real Estate Mortgage	12-19-85	12-19-85	Madison Co Recorder	144	519
Real Estate Mortgage	11-3-05	11-4-05	Madison Co Recorder	2005	5352
Real Estate Mortgage	11-3-05	12-30-05	Madison Co Recorder	2005	6190

AND, Iowa State Bank (called the "Lender") has agreed to loan the principal sum of \$ 363,000.00 to the borrower with interest at the per annum rate not to exceed 8.50 percent for the following purposes only:

- Purchase and rehab of a 24 unit elderly affordable housing project in Winterset, IA known as Winterset Park
- II. See attachment A for property description.

~~THEREFORE, in consideration the Lender's agreement to make such loan to the Borrower and subject to the~~
 terms and conditions set forth below, the Government (1) consents to the Borrower obtaining the loan from the Lender for the above described purposes, and (2) agrees to and does subordinate in favor of the Lender and its successors and assigns its liens of security interests created or evidenced by the above-described instruments insofar as such Security Instrument is secured by the following-described property that will secure the Lenders Loan, provided the Lender perfects a lien on that property:

This subordination is limited to (1) the amount actually loaned by the Lender to the Borrower (principal and accrued interest) for the foregoing purposes, (2) future advances for taxes, insurance, and payments on liens prior to the Lender's lien, and (3) the amount actually advanced for foreclosure costs made by the Lender. Any amount in excess of such amount will not be covered by this subordination unless prior written consent was obtained from the Government for incurring the expenditure in question.

The Lender must incorporate into the Borrower's Promissory Note a statement that the Loan will be in default should any proceeds of the Loan funds obtained as a result of this subordination be used (1) for a purpose that will contribute the excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, provided by Exhibit M of Subpart G of Part 1940 Title 7, Code of Federal Regulations, or (2) for any purpose not provided for above.

The parties further agree as follows:

The Lender will not declare the Loan to be in default and the Loan will not be accelerated unless at least 60 days prior written notice has been provided to the Government:

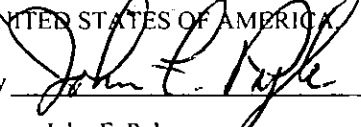
The Lender agrees that the Government may, at its option, cure any monetary default by the Borrower by paying the amount of the Borrower's delinquent payments to the Lender.

If the Government obtains title to the real property which secured the Loan, whether by foreclosure or deed in lieu of foreclosure, the Lender consents to the transfer of such real property by the Government subject to the Lender's lien notwithstanding any prohibition in any of the Lender's security instruments to the contrary.

Any notice to be given by either party to the other shall either be delivered in person or deposited in the United States mail, duly certified, with postage prepaid, and addressed to the party for whom intended.

Each of the terms, covenants and conditions of this subordination shall extend to and be binding on the assigns of each party to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Subordination by the Government on this 10th day of January, 20 06.

UNITED STATES OF AMERICA
By 
Name John F. Pyle
Title Area Director

By _____
Name _____
Title _____

United States Department of Agriculture

(NOTE TO LENDER: You are advised to obtain a perfected security interest on the above property. When the indebtedness has been satisfied please mark this form "PAID IN FULL" and return it to the Department of Agriculture at the following address: 909 E 2nd Ave., suite C, Indianola, IA 50125)

ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Warren } ss:

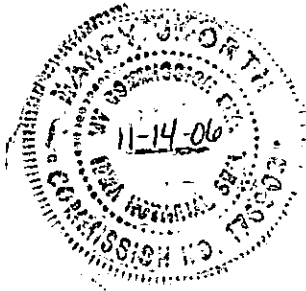
On this 10th day of January, 20 06, before me personally appeared John F. Pyle and _____ known to me to be Area Director, United States Department of Agriculture, and the person(s) described in and who executed the foregoing Subordination By the Government, and acknowledged Area Director executed the same as his the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my official seal in my office in Indianola, Iowa the day and year first written above.

(SEAL)

My commission expires 11-14-2006

Nancy J. Orth
Notary Public



SCHEDULE A

Lots Twenty-four (24), Twenty-five (25) and Twenty-six (26), and all that part of Lot Twenty-seven (27) which is West of a line described as commencing at the Northeast corner of Lot Twenty-six (26), and running thence South to the South line of said Lot Twenty-seven (27), all in Northwest Development - Plat 1, to the City of Winterset, Madison County, Iowa, and

an easement property described as follows: - Commencing at the Northeast corner of Lot Twenty-six (26), thence South along the Eastern boundary of Lot Twenty-six (26) to a point 50 feet South of the Southeast corner of Lot Twenty-six (26), thence East 50 feet, thence North to and along the Western boundary of Lot Twenty-eight (28) to the Northwest corner of Lot Twenty-eight (28), thence in a Westerly direction to the point of beginning, all in Northwest Development - Plat 1, to the City of Winterset, Madison County, Iowa.