

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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Prepared by:
Sandee Kim
LSI
2550 N. Redhill Ave.
Santa Ana, Ca 92705
800-756-3524-5026

SUBORDINATION AGREEMENT

New Loan #: 0060910973

This Subordination Agreement is dated for reference 01/05/2006 and is between

COMMERCIAL FEDERAL BANK whose

principal address is 450 REGENCY PARKWAY, 1 EAST, OMAHA, NE 68114,

(called "Junior Lender") and

New Senior Lender's

Name : WELLS FARGO BANK, N.A.

Senior Lender's

Address : P.O. BOX 5137 DES MOINES, IA - 50306-5137

(called "New Senior Lender")

APN: 011011068060000

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument : 06/11/2002

Borrower(s) Name(s) ("Borrowers") : SHAWN L. GUSTIN AND ALISON M. GUSTIN

Property Address : 3123 120TH CUMMING, IA 50061-000

Legal Description of real property secured by Security Instrument ("Property") :

Recording Date 06/13/2002 County : MADISON Amount : \$75,000.00

Recording Number : 002870 Book : 2002 Page : 2870

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New Senior Lender in the original principal sum of \$ 143187.00 Date : 11/30/05

(the "New Senior Security Instrument"). Recorded: 12/12/05 Bk: 2005 Pg: 5915

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest in the Property to the new interest of New Senior Lender .

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1.Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2.No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3.No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4.Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5.Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6.Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7.Entire Agreement; Amendments.

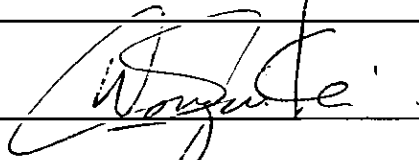
This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8.Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

JUNIOR LENDER : COMMERCIAL FEDERAL BANK

BY :



NAME :

SUL-KEI WONG

TITLE :

Vice President

STATE OF Ca.

COUNTY OF Contra Costa

On 2-3-06 before

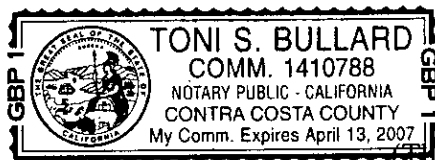
Me, Toni S. Bullard

Personally Appeared Sui-kei Wong

Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Signature of Notary Public



(This area for notarial seal)

925 6894410

Order ID1751927

Loan Number : 708-0060910973

EXHIBIT A
LEGAL DESCRIPTION

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

LOT 18 OF HY-VIEW SUBDIVISION, AN OFFICIAL PLAT OF THE SUBDIVISION OF THE S 1/4 OF THE SW 1/4; THE S 1/2 OF THE SE 1/4, EXCEPT THE NORTH 660 FEET OF THE WEST 660 FEET OF SAID S 1/4 OF THE SE 1/4; THE NE 1/2 OF THE SE 1/4; ALL IN SECTION 10, AND ALSO THE NE 1/4 OF THE NW 1/4 OF SECTION 15; ALL OF THE ABOVE DESCRIBED TRACT BEING IN TOWNSHIP 77 NORTH, RANGE 26, WEST OF THE 5TH P.M. V COUNTY, IOWA, SUBJECT TO EASEMENT FOR PETROLEUM AND NATURAL GAS PIPELINE AND CONTAINING 230 ACRES, MORE OR LESS.

APN: 011011068060000 AND 61000