

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
CO. PAID	<input type="checkbox"/>

This instrument was prepared by:

**FELICIA BOLLING**  
BANK OF AMERICA, N.A.  
1400 BEST PLAZA DRIVE  
RICHMOND VA 23227000  
(888) 868-4863

*VE* Nationwide Appraisal Services Corp.  
380 Southpointe Blvd.  
Plaza II, Suite 300  
Canonsburg, PA 15317  
(800) 920-0050  
*2002-1114*

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/06/2006, by Bank of America, N.A., having an address of

("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of  
Bank of America  
4161 Piedmont Parkway  
Greensboro, NC 27410

**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 10/27/2003, executed by Linda J Simmons and Larry E Simmons

and which is recorded in Volume/Book \_\_\_\_\_, Page \_\_\_\_\_, and if applicable, Document Number 2003/6452, of the land records of Madison County, \_\_\_\_\_, 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 Linda J Simmons and Larry E Simmons (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 \$ 23,000.00 (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 inure 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.**

Two witness signatures required in CT, FL, GA, SC and TN

By: *Rhonda T Puryear*  
Its: Vice President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10/06/06

Date

*Sharon Graves*  
Witness Signature

Sharon Graves

Typed or Printed Name

*Meredith Tisdale*  
Witness Signature

Meredith Tisdale

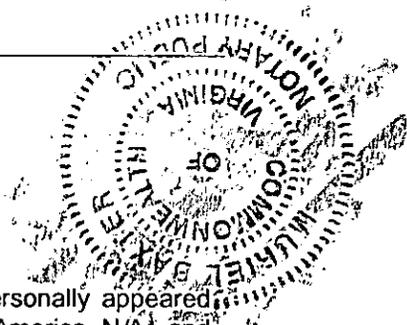
Typed or Printed Name

**Bank of America Acknowledgment:**

State/Commonwealth/District of Virginia

County/City of Henrico

On this the 6 day of October, before me, Muriel Baxter the undersigned officer, personally appeared Rhonda Puryear, who acknowledged him/herself to be the Vice President of Bank of America, N.A., and that (s)he, as such 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 Vice President. In witness whereof I hereunto set my hand and official seal.



Witness to Acknowledgment (South Carolina Only)

*Muriel Baxter*  
Signature of Person Taking Acknowledgment

Commission Expiration Date: June 30, 2010

## LEGAL DESCRIPTION

The following described real estate in Madison County, Iowa:

Parcel "B", a parcel of land in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Fourteen (14), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, described as:

Commencing at the Southeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 14; thence South 85 degrees 59 minutes 00 seconds west along the south line of the Southwest Quarter of the Southeast Quarter of said Section 14, a distance of 309.14 feet to the point of beginning; thence continuing South 89 degrees 59 minutes 00 seconds West along the south line of the Southwest Quarter of the Southeast Quarter of said Section 14, a distance of 906.35 feet; thence North 02 degrees 40 minutes 02 seconds West, a distance of 300.00 feet; thence North 85 degrees 59 minutes, 00 seconds East, a distance of 759.00 feet to the centerline of Willow Bend Trail as it is presently established; thence south 02 degrees 40 minutes 02 seconds east along the centerline of said Willow Bend Trail, a distance of 152.65 feet; thence southeasterly along the centerline of said Willow Bend Trail, and along a 143.92 foot radius curve concave to the northeast, said curve having a chord length of 205.91 feet and a chord bearing of south 48 degrees 20 minutes 29 seconds East. a distance of 229.45 feet to the point of beginning.

BEING THE SAME PROPERTY CONVEYED TO LARRY E. SIMMONS AND LINDA J. SIMMONS BY DEED FROM HENRY R. PUTNEY III AND RACHELLE R. PUTNEY RECORDED 10/27/2003 IN DEED BOOK 2003 PAGE 6450, IN THE RECORDER'S OFFICE OF MADISON COUNTY, IOWA.

TAX ID: 500091460010000