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LISA SMITH, COUNTY RECORDER MADISON IOWA

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USDA SUBORDINATION BY THE GOVERNMENT Form RD 460-2 (Rev. 1-02) Prepared By: USDA Rural Development Return to: Susan Merrick, 909 E 2nd Ave Ste C, Indianola, IA 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 and Michell L. Cleghorn _of <u>Madison</u> Dale L. Cleghorn County, State of **Jowa** Document File or Book No Title of Instrument Date of Instrument Date Filed Office Filed Page No. Real Estate Mortga 12/19/80 12/19/80 **Book 133**

Recorder

Union State Bank (called the "Lender") has agreed to loan the principal sum of to the borrower with interest at the per annum rate not to exceed 8.00 the following purposes only:

To refinance principle and interest on debt owed by borrower, \$10,143.69 is the amount of recapture that is due and payable when title to the property is conveyed or the dwelling is no longer occupied by the above named borrower.

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 Borrowe	r's Promissory Note a statement that the Loan will be in default
should any proceeds of the Loan funds obtained as a recontribute the excessive erosion of highly erodible land	result of this subordination be used (1) for a purpose that will ad or to the conversion of wetlands to produce an agricultural Part 1940 Title 7, Code of Federal Regulations, or (2) for any
The parties further agree as follows:	
The Lender will not declare the Loan to be it days prior written notice has been provided to	n default and the Loan will not be accelerated unless at least the Government:
	, at its option, cure any monetary default by the Borrower by
If the Government obtains title to the real prop	erty which secured the Loan, whether by foreclosure or deed in
lieu of foreclosure, the Lender consents to the transfer o lien notwithstanding any prohibition in any of the Lend	f such real property by the Government subject to the Lender's
Any notice to be given by either party to the oth States mail, duly certified, with postage prepaid, and ac	ner shall either be delivered in person or deposited in the United ddressed to the party for whom intended.
Each of the terms, covenants and conditions assigns of each party to this agreement.	of this subordination shall extend to and be binding on the
IN WITNESS WHEREOF, the parties hereto 23rd day of _April, 20	have executed this Subordination by the Government on this
UNITED STATES OF AMERICA,	
By Jadi Marti	. Ву
Name Jodi Martin	Name
Title Single Family Housing Specialis	Title
United States Department of Agriculture	
	The same and the same
(NOTE TO LENDER: You are advised to obtain a prindebtedness has been satisfied please mark this for Agriculture at the following address: 909 E 2nd Ave Ste	erfected security interest on the above property. When the rm "PAID IN FULL" and return it to the Department of C, Indianola, IA 50125

ACKNOWLEDGMENT

STATE OF lowa		
COUNTY OF Warren	<i>ss:</i>	
On this 23rd	day of April	, 20 <u>07</u> , before me
personally appeared Jodi Martin		
known to me to be she		, United States Department of
Agriculture, and the person(s) described in	and who executed the foregoing	Subordination By the Government,
and acknowledged sne executed	the same as ner the free	act and deed.
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IN TESTIMONY WHEREOF, I h	ave hereunto set my hand affixed	my official seal in my office in
·	the day and year first writt	•
mulanola , lowa	the day and year first write	en above.
SUSAN M. MERRIC ميسر	CK	
Commission Number 197	7340	
My Commission Expire	es <i>(</i>)	
(CEAL)	 //	
(SEAL)		1 1
My commission expires 7-10-2007	NUSO	n MINLONG
my commission expires		Notary Public
	1	Notary 1 done