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LISA SMITH, COUNTY RECORDER

MADISON COUNTY TOWA

Type of Document: SUBORDINATION AGREEMENT

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2925 Country Drive

St. Paul, MN 55117

Prepared By: <u>ANELA</u> RIEDEL

PO BOX 5943, SIOUX FALLS, SD 57117

605-336-3933

Individual's Name

Street Address

City, State, Zip

Phone

Grantors:

WELLS FARGO BANK, NA SUCCESSOR BY MERGER TO WELLS FARGO FINANCIAL

BANK, FKA DIAL BANK

Grantees:

WELLS FARGO BANK, NA

Legal Description: LOT TWENTY-THREE (23) OF NORTHWEST DEVELOPMENT - PLAT 1, TO THE

CITY OF WINTERSET, MADISON COUNTY IOWA.

If not on cover page, see page _____ for complete legal description.

Book & Page Reference: BOOK 2006 PAGE 5301

Prepared by Angela Riedel for Wells Fargo Financial Cards, PO Box 5943, Sioux Falls, SD 57117-5943 Telephone: 605-336-3933

Return to: Wells Fargo Financial Cards, PO Box 5943, Sioux Falls, SD 57117-5943

Address Tax Statement: Mona Bumbarger,

526 W. Mills St., Winterset, IA 50273

SUBORDINATION AGREEMENT

This agreement made this 25th day of November, 2009 between Wells Fargo Bank, N.A., successor by merger to Wells Fargo Financial Bank, formerly known as Dial Bank, (hereinafter referred to as subordinating creditor), and Wells Fargo Bank, N.A. (hereinafter referred to as favored creditor), witnesseth:

That in consideration of subordinating creditor entering into this subordination agreement, favored creditor agrees to lend not to exceed \$91,778.00 in accordance with that certain agreement between favored creditor and Mona L. Bumbarger (debtor).

In consideration of favored creditor making aforesaid loan to debtor, subordinating creditor agrees that the Lien dated November 20, 2006 and recorded in Madison County, State of Iowa as Book 2006, Page 5301, Docket No. , be subject, inferior, junior, secondary and subordinate to a mortgage which is executed by debtor in favor of favored creditor as security for the aforesaid loan, and that said mortgage and debt in favor of favored creditor shall have priority over said Lien in favor of subordinating creditor, with respect to the property legally described in the mortgage executed in favor of subordinating creditor described above.

<u>Provided, however,</u> that this agreement to subordinate shall <u>not</u> extend to any advances made by favored creditor after the date of the loan described above (except that this subordination agreement shall extend to any future advances made for taxes and insurance to protect favored creditor's interest), and <u>provided, however,</u> that this Agreement is based upon favored creditor's representation that subordinating creditor will not be reduced to less than a second mortgage position by virtue of executing this Agreement.

Wells Fargo Bank, N.A.

By loss Wy Todd Wannarka, TITLE OFFICER

State of South Dakota

County of Minnehaha

The foregoing instrument was acknowledged before me this November 25, 2009 by Todd Wannarka, TITLE OFFICER of Wells Fargo Bank, N.A., a national association, on behalf of the national association.

Notary Public - Angela Riedel

My Commission Expires: April 27, 2012

LOAN# 01/2770524

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ANGELA RIEDEL