



Document 2010 766

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

This instrument was drafted by Grayce Rayburn of US Bank Loan Servicing (800)858-0888,
PO Box 3427, Oshkosh, WI 54903-9989

**MORTGAGE SUBORDINATION
AGREEMENT**

By Corporation or Partnership

Account Number: 3718

Date: 9 day of July, 2009

Legal Description: Parcel "D" located in the Northwest quarter (1/4) of Section Seven (7), Township Seventy-five (75) North, Range Twenty-six (26) West of the 6th P.M., Madison County, Iowa, containing 17.782 acres, as shown in Plat of Survey filed in Book 2002, page 3713 on July 30, 2002, in the Office of the Recorder of Madison County, Iowa, except Parcel "E", a part of said Parcel "D", containing 8.00 acres, as shown in Plat of Survey filed in Book 2004, page 5525 on November 23, 2004, in the Office of the Recorder of Madison County, Iowa.

P.L.N. #

Property Address: 2342 Settlers Trail, Winterset, IA 50273

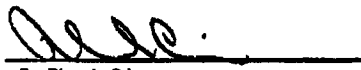
This Agreement is made this 9 day of July, 2009, by and between US Bank National Association ("Bank") and US Bank NA ("Refinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated 13 day of August, 2007, granted by Rodney A Warren, a married person and Deborah A Warren, married to each other ("Borrower"), and recorded in the office of the County Recorder, Madison County, Iowa, Book 2007, Page 3193, as Document , encumbering the real property described therein (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the "Senior Mortgage") dated July 23, 2009, granted by the Borrower, and recorded in the same office on Apr. 7, 2010, as BR 2010 PG 761, encumbering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Mortgage, Bank has agreed to execute and deliver this Subordination Agreement.

This instrument was drafted by: US Bank Corporate Loan Servicing Center, 1280 Osborn Ave, Oshkosh, WI 54902

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Mortgage on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Mortgage on the Property, to the full extent of all sums from time to time secured by the Senior Mortgage; provided, however, that the total indebtedness secured by the Senior Mortgage does not exceed \$228,230.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Mortgage, and costs of collection, and provided further, that this agreement shall not be effective until each other mortgage or other lien recorded against the property (other than the Senior Mortgage) and each judgment that is a lien against the Property shall be subordinated of record of the lien of the Senior Mortgage.
IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.

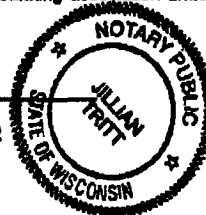
US Bank National Association



By: Rhonda Crine
Title: Loan Operations Officer

STATE OF Wisconsin
COUNTY OF Winnebago

The foregoing instrument was acknowledged before me this 8 day of July, 2009, by (name) Rhonda Crine, the (title) Loan Operations Officer of (bank name) US Bank National Association, . national banking association under the laws of The United States of America, on behalf of the association.


Jillian Tritt, Notary Public
My Commission Expires: 3/25/2012

Prepared by: Grayce Rayburn/LRP

This instrument was created by US Bank Corporate Loan Servicing Center, 1889 Osborn Ave, Oshkosh, WI 54902