



Document 2010 1521

BK: 2010 PG: 1521 Type 04 005 Pages 4

Recorded: 7/6/2010 at 8:43:06.0 AM

Fee Amount: \$24.00

Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX ✓

ANNO ✓

SCAN

CHEK

[Space Above This Line for Recording Data]

Reference: 598324920736414

Account: XXX-XXX-XXX8408-0001

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

2550 N. Redhill Ave.

Santa Ana, CA. 92705

800-756-3524 Ext. 5011

on 4/5/10

This Instrument Prepared by:

Wells Fargo - ~~BARBARA EDWARDS~~

P.O. Box 4149 MAC P6051-019

Portland, OR 97208-4149

1-800-945-3056

FULL LEGAL DESCRIPTION LOCATED ON PAGE: 4

APN/Parcel Number: 660-660141888002000-00

**SUBORDINATION AGREEMENT
MORTGAGE**

Effective Date: 5/6/2010

GRANTORS

Owner(s): DONNA J BANE
RONALD L BANE

Current Lien Amount: \$47,600.00.

GRANTOR

Senior Lender: Wells Fargo Bank, N. A.

GRANTOR

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 3079 HERITAGE AVE, LORIMOR, IA 50149

SUBORDINATION ONLY_IA V1.0

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THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

RONALD L BANE AND DONNA J BANE HUSBAND AND WIFE AS JOINT TENANTS WITH FULL RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Mortgage given by the Borrower, covering that real property, more particularly described as follows:

AND RECORDS
2-20-2007
See Exhibit A

which document is dated the 31st day of January, 2007, which was filed in Book 2007 at page 702 (or as No. 2007 702) of the Records of the Office of the Recorder of the County of UNION, State of Iowa (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to DONNA BANE and RONALD BANE (individually and collectively "Borrower") by the Subordinating Lender.

DATE 6-23-2007

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$129,800.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

* Please record concurrently with mortgage

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

C. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, has set its hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By [Signature]
(Signature)

5/6/2010

Date

Barbara Edwards
(Printed Name)

Work Director
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF OREGON)

) ss.

COUNTY OF WASHINGTON)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 6 day of May, 2010, by Barbara Edwards, as Work Director of the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Sara J Reyes (Notary Public)

My Commission Expires: 4/1/14

SARA J. REYES



Order ID: 8747548
Loan No.: 0304874126

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Parcel "A", located in the Southeast Quarter of the Southeast Quarter of Section 18, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southeast corner of Section 18, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence South 85 degrees 38' 17" West, 663.11 feet along the South line of the Southeast Quarter of said Section 18; thence North 5 degrees 26' 27" East, 1317.77 feet along the projection of an existing fenceline to a point on the North line of the Southeast quarter of the Southeast Quarter of said Section 18; thence North 89 degrees 43' 25" East 544.70 feet to the Northeast corner of the Southeast quarter of the Southeast Quarter of said Section 18; thence South 0 degrees 17' 10" West, 1310.29 feet along the East line of the Southeast Quarter of said Section 18 to the point of beginning. Said parcel contains 18.170 acres, including 2.237 acres of County Road right-of-way.

Assessor's Parcel Number: 660141888002000