

Document 2009 933

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Rec Amt \$17.00

INDX ✓

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LISA SMITH. COUNTY RECORDER
MADISON IOWA

Recorder's Cover Sheet for Mortgage Subordination Agreement

✓ MCA

Preparer Information: Grace Reyburn/jls of US Bank Loan Servicing, PO Box 3427, Oshkosh, WI 54903

Taxpayer Information: James M. and Margaret A. Baur, 1484 McBride Rd, Van Meter, IA 50261

✓ **Return Document to:** Grace Reyburn, jls of US Bank Loan Servicing, PO Box 3427, Oshkosh, WI 54903

Legal Description: The West 320 feet of the North 550 feet of the Southwest quarter of the Southwest quarter of Section Twenty-six, Township Seventy-seven North, Range Twenty-seven West of the 5th P.M., Madison County, Iowa

This instrument was drafted by Grayce Reyburn/Js of US Bank Loan Servicing (800)658-0886
PO Box 3427, Oshkosh, WI 54903-9989

MORTGAGE SUBORDINATION AGREEMENT

By Corporation or Partnership

Account Number: xxxxx2901

Date: 2 day of March, 2009

Legal Description: The West 320 feet of the North 550 feet of the Southwest quarter of the Southwest quarter of Section Twenty-six, Township Seventy-seven North, Range Twenty-seven West of the 5th P.M., Madison County, Iowa.

P.I.N. #150022666020000



Property Address: 1484 McBride Rd. Van Meter, IA 50261

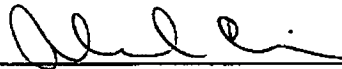
This Agreement is made this 2 day of March, 2009, by and between US Bank National Association ("Bank") and US Bank N.A. ("Refinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated 18 day of January, 2003, granted by James M. Baur and Margaret A. Baur, hisband and wife as joint tenants with full rights of survivorship ("Borrower"), and recorded in the office of the County Recorder, Madison County, Iowa, Book 2003, Page 777, as Document 000777, encumbering the real property described therein (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the "Senior Mortgage") dated March 26, 2009, granted by the Borrower, and recorded in the same office on March 31, 2009, as BOOK 2009, Page 932, 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.

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 \$150,000.00, 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.

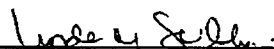
US Bank National Association



By: Rhonda Crine,
Title: Loan Operations Officer

STATE OF Wisconsin)
COUNTY OF Winnebago)

The foregoing instrument was acknowledged before me this 2 day of March, 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.



Linda Schilling, Notary Public
My Commission Expires: 5/16/2010