Document 2011 2084

BK: 2011 PG: 2084 Type 04 005 Pages 4

Recorded: 8/8/2011 at 11:07:50.0 AM

Fee Amount: \$22.00 Revenue Tax:

LISA SMITH RECORDER Madison County, Iowa

Account: XXX-XXX-XXX1224-1998

INDX / ANNO SCAN

CHEK

[Space Above This Line for Recording Data]

Reference: 49121441

Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
5 Peters Canyon Road Suite 200
Irvine, CA 92606 | 1992502
800-756-3524 Ext. 5011
This Instrument Prepared by:
Wells Fargo / Box bara Edwards
P.O. Box 4149 MAC P6051-019
Portland, OR 97208-4149
1-800-945-3056

APN/Parcel Number: N/A

## SUBORDINATION AGREEMENT FOR MORTGAGE (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 6/13/2011

Owner(s):

BARRY L STOTT CAMMA D STOTT

Current Lien Amount: \$51,000.00.

Senior Lender:

Wells Fargo Bank, N. A.

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: 2209 RUSTIC AVE, WINTERSET, IA 50273

SUBORDINATION ONLY\_IA

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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.

BARRY L. STOTT AND CAMMA D. STOTT, HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS 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 (With Future Advance Clause) (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Attached See Exhibit A

Recorded 05/20/2005.

which document is dated the 14th day of March, 2005, which was filed in Book 2005 at page 2296 (or as No. 2005 2296) of the Records of the Office of the Recorder of the County of MADISON, State of Iowa. The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to BARRY L STOTT and CAMMA D STOTT (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$235,304.00 (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.

Referred Concurrent Wertwith

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.

SUBORDINATION ONLY\_IA 0000000000246905

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SUBORDINATING LENDER: Wells Fatgo Bank, N.A.	
By (Signature)	6/13/2011 Date
Barbara Edwards	
(Printed Name)	
Work Director	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oragen, COUNTY OF Washington	
The foregoing Subordination Agreement was acknowledged before me,	· ·
administer oaths this 3 day of , by Barbara Bank, N.A., the Subordinating Beader, on behalf of said Subordinating Board of Directors She is personally known to me or has produced sat (Notary Public)	Lender pursuant to authority granted by its
Nicole Ann Moore.	OFFICIAL SEAL NICOLE ANN MOORE NOTARY PUBLIC - OREGON COMMISSION NO. 451794 MY COMMISSION EXPIRES AUGUST 26, 2014

Order ID: 11892892

Loan No.: 0326397536

# EXHIBIT A LEGAL DESCRIPTION

The following described property:

Parcel "A", located in the Northeast Fractional Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Two (2), Township Seventy-five (75) North, Range Twenty-Seven (27) West of the 5th P.M., Madison County, lowa, containing 10.001 acres, as shown in Plat of Survey filed in Book 2002, Page 5390 on October 31, 2002 in the Office of the Recorder of Madison County, lowa.

Assessor's Parcel Number: 520100222003100 00