

Document 2011 2656

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LISA SMITH RECORDER Madison County, Iowa

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## **Subordination Agreement**

Recording Requested by: LSI When Recorded Mail to: Custom Recording Solutions 5 Peters Canyon Road Ste. 200 Irvine, CA 92606 (800) 756-3524 ext. 5011

Prepared By: Barbara Edwards Wells Fargo Bank N.A 18700 NW Walker Rd. #92 Beaverton Or, 97006

Phone No.: 866-234-8271

CRS# 12261776

APN: 121021728000000

Grantor: Wells Fargo Bank N.A.

Grantee: Welis Fargo Bank N.A.

Full Legal Description located on page 5

References: (Instrument No. and/or Book & Page)

Book: 2007 Page: 2542 [Space Above This Line for Recording Data]

Reference: 9022464449

Account: XXX-XXX-XXX1645-1998

Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

This Instrument Prepared by:

Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149 1-800-945-3056

APN/Parcel Number: 12112102172800000000

SUBORDINATION AGREEMENT FOR LINE OF CREDIT MORTGAGE

Effective Date: 8/5/2011

Owner(s):

MATTHEW S HECKMAN AKA MATT HECKMAN RENEE D HECKMAN AKA RENEE HECKMAN

Current Lien Amount: \$123,000.00.

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: 1245 OLD PORTLAND RD, VAN METER, IA 50261

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.

MATTHEW S HECKMAN AND RENEE D HECKMAN, WHO ACQUIRED TITLE AS, MATT HECKMAN AND RENEE HECKMAN. 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 Line Of Credit Mortgage (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

Which document is dated the 29th day of May, 2007, which was filed in Book 2007 at page 2542 (or as No. 2007 2542) 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 MATTHEW S HECKMAN and RENEE D HECKMAN (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 \$392,334.00 (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.

Dated 9-17-11
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 00000000000271335

| SUBORDINATING LENDER:  |   |
|--|---|
| Wells Fargo Bank, MA   |   |
| By (Signature)   | 8/5/2011<br>Date  |
| Barbara A. Edwards   |   |
| (Printed Name)   |   |
| Work Director  |   |
| (Title)  |   |
|  |   |
| FOR NOTARIZATION OF LENDER PERSONNEL   |   |
| FOR NOTARIZATION OF LENDER PERSONNEL   |   |
|  |   |
| STATE OF Oregon, ) as. COUNTY OF Washington )  |   |
| The foregoing Subordination Agreement was acknowledged be  | efore me, a notary public or other official qualified to    |
| administer oaths this 5 day of No. 201, by   | y Barbara A. Edwards, as Work Director of Wells             |
| Fargo Bank, N.A., the Subordinating Lender, on behalf of said<br>by its Board of Directors: Schools personally known to me or ha |   |
|  | is produced saustaciony proof of his/her identity.          |
| (Notary Public)  |   |
| V  |   |
| Nicole Ann Mours   | OFFICIAL SEAL NICOLE ANN MOORE NOTARY PUBLIC - OREGON       |
|  | COMMISSION NO. 451794 MY COMMISSION EXPIRES AUGUST 26, 2014 |
|  |   |

Order ID: 12261776 Loan No.: 0328588744

# EXHIBIT A LEGAL DESCRIPTION

The following described property:

The Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section (17), Township Seventy-Seven (77), Range Twenty-Seven (27) West of the 5th P.M., Madison County, Iowa.

Assessor's Parcel Number: 121021728000000