



Document 2011 2676

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Recorded: 10/10/2011 at 8:20:53.0 AM

Fee Amount: \$27.00

Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX ✓

ANNO ✓

SCAN

CHEK

## Subordination Agreement

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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# 12461552

APN: 4000070166000000

Grantor: Wells Fargo Bank N.A.

Grantee: Wells Fargo Bank N.A.

Full Legal Description located on page 5

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

Book: 2009

Page: 1148

[Space Above This Line for Recording Data]

Reference: 44061309

Account: XXX-XXX-XXX7001-1998

**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: 400070166000000

**SUBORDINATION AGREEMENT FOR  
LINE OF CREDIT MORTGAGE**

Effective Date: 9/1/2011

Owner(s): MARK A HAYS  
CYNTHIA L HAYS

Current Lien Amount: \$25,500.00.

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: 2690 QUAIL RIDGE LANE, WINTERSET, IA 50273-0000

SUBORDINATION ONLY\_IA  
0000000000286109

Page 1 of 3

**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.

**MARK A. HAYS AND CYNTHIA L. HAYS, 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:

*Recorded date 4-17-09* See Attached See Exhibit A

which document is dated the 30th day of March, 2009, which was filed in Book 2009 at page 1148 (or as No. 2009 1148) 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 **MARK A HAYS** (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 \$253,709.00 (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 9-18-11*

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.

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By [Signature]  
(Signature)

9/1/2011  
Date

Barbara A. Edwards  
(Printed Name)

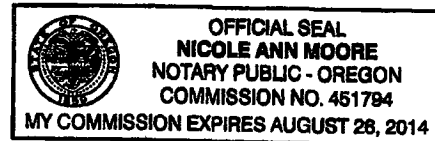
Work Director  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon,  
COUNTY OF Washington } ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 1 day of Sept 2011, by Barbara A. Edwards, as Work Director of Wells Fargo Bank, N.A., the Subordinating Lender, 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.

[Signature] (Notary Public)  
Nicole Ann Moore



Order ID: 12461552  
Loan No.: 0329769988

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The following described property:

The SW1/4 of the SW1/4 of Section One (1), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

Assessor's Parcel Number: 4000070166000000