

Richard Cole 9919662
826 W. South
Winterset, IA.

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENT: THAT, WHEREAS, on the 8th day of May, 19 91 Richard Cole and Marilyn K. Cole, husband and wife, ("BORROWERS"), executed a mortgage to First Union Home Equity Corporation ("LENDER") to secure payment of _____ and _____ 100th Dollars, (\$ _____), which mortgage was recorded in the Office of the Register of Deeds for Madison County, May on 14th, 19 91 on Reel 158, Images 746 through _____, as Document No. _____ (the "ORIGINAL MORTGAGE") and conveyed the real estate known as:

Lots Six (6) and Seven (7) in Block One (1) of Adkinson's Addition to the City of Winterset, Madison County, Iowa, except the East 66 feet thereof.

1717

FILED NO. _____

BOOK 179 PAGE 740

95 DEC 21 AM 10:40

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPARED

REC \$ 10
AUD \$ _____
R.M.F. \$ 10

(hereinafter referred to as the "Property").

And Whereas, on September 6,, 19 95 BORROWERS granted to Firststar Home Mortgage Corporation a mortgage on the Property to secure payment of Sixty Thousand and 00/100 (\$ 60,000.00*****) which mortgage was recorded in the Office of the Register of Deeds for Madison County, September on 11th, 19 95 on Reel 178, Images 227 through _____, as Document No. 671 which said mortgage was assigned to Firststar Bank Milwaukee, N.A. by Assignment recorded in the Office of the Register of Deeds for Madison County, September on 11th, 19 95 on Reel 178, Images 231 through _____, as Document No. 672 (the "Subsequent Mortgage").

WHEREAS, LENDER has been requested to and has agreed to subordinate the lien of the ORIGINAL MORTGAGE to the lien of the SUBSEQUENT MORTGAGE.

NOW THEREFORE, for a good and valuable consideration, LENDER hereby agrees that the lien of the ORIGINAL MORTGAGE is subordinate and junior to the lien of the SUBSEQUENT MORTGAGE and that the lien of the SUBSEQUENT MORTGAGE shall also have a prior right over the lien of the ORIGINAL MORTGAGE to all awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to Property, and all proceeds occurring as a result of foreclosure against the property, including a deed given in lieu of foreclosure.

IN WITNESS WHEREOF, the said officers of LENDER have hereunto set their hand this 11th day of December 1995.

First Union Home Equity Corp.
(LENDER)

By: Kenneth R. Beam (Seal)
A.V.P.

By: Eulian Winslow (Seal)
A.V.P.

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

Personally came before me, this 11th day of December, 1995, the above named Kenneth R. Beam, Assistant Vice President and Eulian Winslow, Assistant Vice President to me known to be the A.V.P. and A.V.P. of LENDER and who executed the foregoing instrument and acknowledged the same.

Judy Massey

Notary Public

NOTARY PUBLIC, STATE OF NORTH CAROLINA

State of NC QUALIFIED IN MECKLENBURG COUNTY

My commission _____ My Commission Expires

August 17, 1999

This instrument was drafted by Christopher J. Callen on behalf of Firststar Home Mortgage Corporation, and after recording should be returned to Firststar Home Mortgage Corporation at 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

PLEASE RETURN TO

FIRSTSTAR HOME MORTGAGE CORPORATION
2700 Westown Parkway, Suite 110
West Des Moines, Iowa 50266