



Document 2011 3252

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Recorded: 12/5/2011 at 8:17:26.0 AM
Fee Amount: \$22.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

INDX
ANNO
SCAN
CHEK

[Space Above This Line for Recording Data]

Reference: 40169926

Account: XXX-XXX-XXX7590-1998

Recording Requested By/Return To:

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

This Instrument Prepared by: *Crystal Mauldin*

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

APN/Parcel Number: 150023500010000

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

Effective Date: 10/18/2011

Owner(s): WILLIAM A HAWTHORNE
ANN M HAWTHORNE

Current Lien Amount: \$62,376.00.

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: 2659 160TH ST, VAN METER, IA 50261-0000

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.

WILLIAM A. HAWTHORNE AND ANN M. HAWTHORNE, HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHT 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

which document is dated the 23rd day of December, 2005, which was filed in Book ~~2006~~²⁰¹¹ at page ~~860~~²²⁶⁰ (or as No. N/A) of the Records of the Office of the Recorder of the County of ~~PALLAS~~^{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 WILLIAM A HAWTHORNE and ANN M HAWTHORNE (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 \$141,701.00 (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.

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.

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SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By  10/18/2011
(Signature) Date

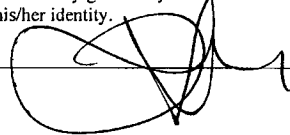
Crystal C. Mauldin
(Printed Name)

Customer Service Supervisor
(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 18 day of Oct., 2011, by Crystal C. Mauldin, as Customer Service Supervisor 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.

 (Notary Public)

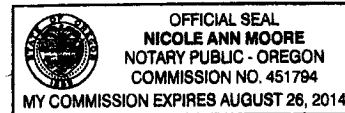


EXHIBIT "A"

The Land referred to in this Commitment is described as follows:

A parcel of land in the Southeast Quarter (1/4) of the Southwest Quarter (1/4), and in the Southwest Quarter (1/4) of the Southeast Quarter (1/4), all in Section Thirty-five (35), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the South Quarter (1/4) Corner of Section Thirty-five (35), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence North 90 degrees 00'00" East, 414.39 feet along the south line of said Section Thirty-five (35), thence North 17 degrees 53'39" West 242.11 feet; thence North 00 degrees 00'00" 330.00 feet; thence North 18 degrees 14'30" West 340.00 feet; thence North 52 degrees 00'00" West 50.00 feet; thence South 87 degrees 00'00" West 150.00 feet; thence South 59 degrees 11'00" West, 174.00 feet; thence South 06 degrees 16'56" East, 777.28 feet; thence South 00 degrees 00'00" 44.50 feet to the South line of said Section Thirty-five (35); thence North 90 degrees 00'00" East 20.00 feet to the point of beginning, said parcel of land contains 8.018 Acres, including 0.425 Acres of County Road Right of Way.
