



Document 2012 800

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Recorded: 3/19/2012 at 12:17:52.0 PM

Fee Amount: \$22.00

Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX ✓  
ANNO ✓  
SCAN  
CHK

[Space Above This Line for Recording Data]

Reference: 9025314280

Account: XXX-XXX-XXX6692-0001

**Recording requested by: LSI**  
**When recorded return to :**  
**Custom Recording Solutions**  
**5 Peters Canyon Road Suite 200**  
**Irvine, CA 92606 13371832**  
**800-756-3524 Ext. 5011 MT**

This Instrument Prepared by: *Christopher Wheeler*

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

APN/Parcel Number: 820 820000608050000 00

**SUBORDINATION AGREEMENT FOR  
MORTGAGE**

Effective Date: 1/12/2012

Owner(s): CHISM W ORR  
KELLEY J ORR

Current Lien Amount: \$20,000.00.

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: 703 E COURT AVE, WINTERSET, IA 50273

SUBORDINATION ONLY\_IA  
0000000000381399

**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.

CHISM W. ORR AND KELLEY J. ORR, HUSBAND AND WIFE, WHO ACQUIRED TITLE AS, CHISM W. ORR AND KELLEY J. DERRICKSON, JOINT TENANTS (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 (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Attached See Exhibit A

*Recorded date 10-2-07*  
which document is dated the 11th day of September, 2007, which was filed in Book 2007 at page 3696 (or as No. 2007 3696) 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 CHISM W ORR and KELLEY J ORR (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 \$47,090.00 (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 2-15-12*  
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)

1/12/2012  
Date

Christopher L. Wheeler  
(Printed Name)

Officer  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Virginia )  
                                  )ss.  
COUNTY OF Roanoke )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 13 day of Jan., 2012, by Christopher L. Wheeler, as Officer 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)  
Susan F Woods



Embossed Herein is My Commonwealth of VA  
Notary Public Seal County of Roanoke  
My commission expires 10/31/2015  
Susan F. Woods ID # 7134638

Order ID: 13371832  
Loan No.: 0337338222

**EXHIBIT A  
LEGAL DESCRIPTION**

The following described property:

Lot Five (5) in Block Eight (8) of Laughridge and Cassiday's Addition to the Town of Winterset,  
Madison County, Iowa.

Assessor's Parcel Number: 82000060805000