



Document 2012 1773

BK: 2012 PG: 1773 Type 04 005 Pages 2  
 Recorded: 6/18/2012 at 11:20:12.0 AM  
 Fee Amount: \$12.00  
 Revenue Tax:  
 LISA SMITH RECORDER  
 Madison County, Iowa

INDX ✓  
 ANNO ✓  
 SCAN  
 CHEK

Prepared by Paulette Noyes  
 RECORD AND RETURN TO:  
 Home Equity Service Center  
 1 Mortgage Way PO Box 5449  
 Mount Laurel, NJ 08054  
 Attn: Mailstop- DC  
 Loan No.: 7110219958  
 515 868 0248

### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of the 31<sup>st</sup> day of May, 2012, by **Charles Schwab Bank**, 1 Mortgage Way, P.O. Box 5449, Mount Laurel, NJ 08054 ("Subordinating Party"), in favor of **Wells Fargo Bank, N.A.**, it's successors and/or assigns, as their respective interest may appear ("Outside Lender").

WITNESSETH: That,

WHEREAS, Subordinating Party is the owner and holder of that certain Mortgage dated **February 29, 2008** in the amount of **\$146,764.00**, executed by **Paul J. Heffron, a married person, and Kelly L. Heffron, a married person**, ("Borrower," which term includes all parties executing such instrument) in favor of Charles Schwab Bank, recorded on **March 24, 2008**, as **Document No. 2008 961 in Book 2008 and Page 961** of the public records of **Madison County**, State of Iowa (the "Subordinate Security Instrument"), which encumbers the following described real property: and whereas said mortgage was decreased to **\$89,750.00** by Amendment dated May 31, 2012, to be recorded in the official records of said county

See ~~XXXXXXXXXXXXXX~~  
 Below \*\*\*

hereinafter the "Property."

WHEREAS, Borrower is the owner of the Property and Outside Lender is extending a new loan to Borrower in the amount of **\$184,000.00** (the "New Loan") which is also secured by a Mortgage that encumbers the Property, which security instrument is being recorded in said public records contemporaneously with the recording of this Agreement (the "Outside Lender Security Instrument"); and

WHEREAS, Outside Lender, as an express condition of its extending the New Loan to Borrower, requires that the Outside Lender Security Instrument be a valid first lien encumbrance against the Property superior in all ways to the Subordinate Security Instrument and that Subordinating Party unconditionally subordinate the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument in the manner hereinafter described;

NOW THEREFORE, in consideration of the premises which are hereby incorporated into this Agreement, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Outside Lender to make the New Loan to Borrower, Subordinating Party hereby unconditionally acknowledges and agrees with Outside Lender that:

\*\*\* Lot 2 of Evan Acres, a subdivision located in the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 35, Township 77 North, Range 27 West of the 5th P.M., Madison County, Iowa

3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by Outside Lender and Subordinating Party. This Agreement shall be binding upon Subordinating Party and the heirs, legal representatives, successors, and assigns of Subordinating Party and shall inure to the benefit of, and shall be enforceable by, Outside Lender and its successors and assigns. Subordinating Party waives notice of Outside Lender's acceptance of this Agreement.

**Charles Schwab Bank, by  
PHH Mortgage Corporation, Authorized Agent**

Kimberly DiLeo, Assistant Vice President

Name: Shane Donton

Name: James Reale

Corporate Seal

[illegible]

The foregoing instrument was acknowledged before me this 31st day of May, 2012, by Kimberly DiLeo, who is Assistant Vice President of PHH Mortgage Corporation, on behalf of the corporation.

Notary Public, State of New Jersey

