

Book 2013 Page 573 Type 04 005 Pages 5 Date 2/25/2013 Time 10:48 AM

Rec Amt \$27.00

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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

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いちのリリネをいい Account Number: XXX-XXX-XXX 8160-0001 Reference Number: 7036257850

Recording Requested By/Return To:

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

This Instrument Prepared by:

Barbara Edwards Wells Fargo Bank, N.A. MAC P6051-019 P. O. Box 4149 Portland, OR 97208-4149 1-800-945-3056

APN/Parcel Number: 520520100182205400000 Full Legal Description: See attached Exhibit A

Related Document: See Page 2

SUBORDINATION AGREEMENT FOR **MORTGAGE**

Effective Date: 2/1/2013

Owner(s): CLARENCE L FISHER

Current Lien Amount: \$25,000.00.

Senior Lender: Wells Fargo Bank, N.A.

Subordinating Lender: Wells Fargo Bank, N.A.

HE360 SUB - IA (rev 20120507)

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: 2276 242ND CT, WINTERSET, IA 50273

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.

CLARENCE L. FISHER, AN UNMARRIED MAN

(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

(the "Existing Security Instrument") given by the Owner, covering that

Real Property description more particularly described in the attachment titled "Exhibit A"

which document is dated the 24th day of January , 2007 , which was filed in Book 2007 at page 2592-592 (or as No. 2007 592) 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 CLARENCE L FISHER (individually and collectively "Borrower") by the Subordinating Lender.

N/A The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$ N/A (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.

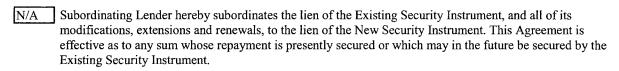
The Senior Lender has an existing loan in the original principal amount of \$ 235,210.00 (the "Senior Loan") to the Borrower, which was intended to be secured by a first lien mortgage on the Property. The Senior Loan is secured by a Mortgage, executed by Borrower in favor of WELLS FARGO BANK, N.A.

as beneficiary and recorded on 02/15/2012 in Book 2012 at page 472 (or as No. N/A) of the Records of the Office of the Recorder of the County of MADISON, State of Iowa (the "Senior Security Instrument"). Through an inadvertent error, the Junior Security Instrument was recorded prior to the Senior Security Instrument.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the Senior Lender's 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

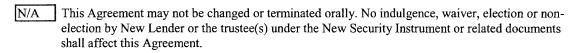


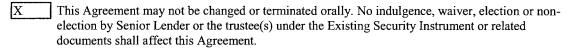
Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the Senior Lender's Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future 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





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.

(ACKNOWLEDGEMENT PAGE FOLLOWS)

SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By	M	2/4/13
(Signature)		Date
Nancy Irene Miskell		
(Printed Name)		
Vice President Loan Documentation		
(Title)		
FOR NOTARIZATION OF LEND	ER PERSONNEL	
STATE OF OREGON)	
COUNTY OF MULTNOMAH)ss.)	
		notary public or other official qualified to
administer oaths this 4 day of	Februm, Ze	oan Documentation, of Wells Fargo
by Nancy Irene Miskell	, as <u>Vice President L</u>	oan Documentation , of Wells Fargo granted by its Board of Directors. S/he is
personally known to me or has produc		
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~ 5 a	Oletera Parklin)	
	(Notary Public)	
KIRSTE	CIAL SEAL N E AGARD	
NOTARY PU	BLIC - OREGON ON NO. 472118	

MY COMMISSION EXPIRES SEPTEMBER 27, 2016

Exhibit A

Reference Number 7036257850

Legal Description:

LOT FOUR (4) OF MILLSTREAM COUNTRY ESTATES, A SUBDIVISION IN THE SOUTH HALF (1/2) OF THE NORHTEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION EIGHTEEN (18), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA