



Document 2013 573

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INDX ✓
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SCAN
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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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6504478160-0

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.

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
MORTGAGE
(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.

X 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

N/A 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.

X 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

N/A 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.

X This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by Senior Lender or the trustee(s) under the Existing 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.

(ACKNOWLEDGEMENT PAGE FOLLOWS)

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