

Document 2013 745

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Fee Amount: \$22.00

Revenue Tax: LISA SMITH RECORDER Madison County, Iowa

INDX ANNO **SCAN** 

CHEK

[Space Above This Line for Recording Data]

Reference: 95398371828

Account: XXX-XXX-XXX3884-1998

Recording requested by: LSI When recorded return to: **Custom Recording Solutions** 5 Peters Canyon Road Suite 200 Irvine, CA 92606 15879083 800-756-3524 Ext. 5011 MT

This Instrument Prepared by:

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

APN/Parcel Number: N/A

Full Legal Description: See attached Exhibit A- Page 4

Related Document: See Page 2

SUBORDINATION AGREEMENT FOR MORTGAGE (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 1/14/2013

Owner(s):

STEPHEN P WILLIAMS KELLY L WILLIAMS

Current Lien Amount: \$30,400.00.

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.

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Property Address: 2558 260TH LANE, WINTERSET, IA 50003

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.

STEPHEN P WILLIAMS, A MARRIED PERSON AND KELLY L WILLIAMS. (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 28th day of March, 2003, which was filed in Book 2003 at page 1793 (or as No. 001793) 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 STEPHEN P WILLIAMS (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 \$102,785.00 (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.

SUBORDINA	TING LENDER:		
Wells Fargo Ba	nk, N.A.		
By(Signature)		M	1.14.13 Date
Nancy Irene Mi	skell		
(Printed Name)		·	
Vice President	Loan Documentation		
(Title)			
FOR NOTARI	ZATION OF LEND	ER PERSONNEL	
STATE OF	Oregon	)	
COUNTY OF	Multnomah	)ss. )	
administer oaths Vice President I Subordinating L	s this 14th day of Loan Documentation of	of Wells Fargo Bank, N.A., the Shority granted by its Board of Di	e, a notary public or other official qualified to 20/3, by Nancy Irene Miskell, as subordinating Lender, on behalf of said rectors. S/he is personally known to me or has
Mariah	Jerevieve Genevieve	MULLA (Notary Pub Welka	ilic)
		OFFICIAL SEAL MARIAH GENEVIEVE WELKA NOTARY PUBLIC - OREGON COMMISSION NO. 472119	

MY COMMISSION EXPIRES SEPTEMBER 27, 2016

Order ID: 15879083

Loan No.: 0356811364

## EXHIBIT A LEGAL DESCRIPTION

The following described property:

Parcel "A", located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-Four (24), Township Seventy-Five (75) North, Range Twenty-Eight (28) West of the Fifth Principal Meridian, Madison County, Iowa, as shown in Plat of Survey filed in Book 2, Page 569 on May 30, 1995 in the Office of the Recorder of Madison County, Iowa.

Assessor's Parcel Number: 560112488002000