



Document 2013 3566

Book 2013 Page 3566 Type 04 005 Pages 4
Date 11/26/2013 Time 10:50 AM
Rec Amt \$22.00

INDX
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

[Space Above This Line for Recording Data]

10526WF

Reference: 112214737

Account: XXX-XXX-XXX2081-1998

Recording Requested By/Return To:
Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

This Instrument Prepared by:
Shannon Johnson
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 Page 4
Related Document: See Page 2

**SUBORDINATION AGREEMENT FOR
MORTGAGE (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 11/7/2013

Owner(s): TAMARA L BOOTHE
STEPHEN J RODRIQUEZ

Current Lien Amount: \$28,000.00.

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: 403 N 4TH AVE, WINTERSET, IA 50273

2
2

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.

TAMARA L BOOTHE, AND STEPHEN J. RODRIQUEZ (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 Exhibit A

which document is dated the 3rd day of May , 2004, which was filed in Book 2004 at page 2098 (or as No. N/A) 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 TAMARA L BOOTHE (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 \$72,760.00 (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.

SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By 
(Signature)

11-7-13
Date


Shannon Johnson
(Printed Name)

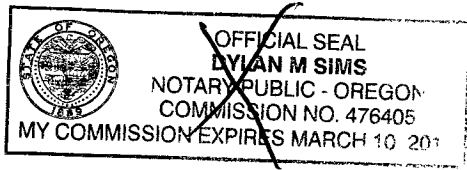
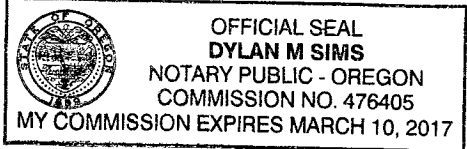
Vice President Loan Documentation
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
)ss.
COUNTY OF Multnomah)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 7th day of November, 2013, by Shannon Johnson, as Vice President Loan Documentation 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.

 (Notary Public)



LEGAL DESCRIPTION

Lot B of the division of Lots Five (5) and a portion of Lot Six (6) in Block Eight (8) of Pitzer and Knight's Addition to the City of Winterset, Madison County, Iowa, as shown by the plat of survey filed for record on September 17, 2003 in the Madison County Recorder's Office in Book 2003 at Page 5561 and under the Townhouse Declaration which is dated and filed for record in the Madison County Recorder's Office on May 18, 2001 in Book 2001 at Page 2018 and as amended by the Declaration dated August 26, 2003 and filed for record on August 27, 2003 in the Madison County Recorder's Office in Book 2003 at Page 5138 and an undivided interest in the common areas and facilities as provided by the Townhouse Declaration as amended.

