Document 2015 3723

Rec Amt \$22.00

Book 2015 Page 3723 Type 04 005 Pages 4 Date 12/17/2015 Time 11:36:48AM

Reference: 111423856 - 20051607000618

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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

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WF18702

를 (4P)

Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900 This Instrument Prepared by:

Gary Edward Klein Wells Fargo Bank MAC P6101-170 P.O. Box 4149 Portland, OR 97208-4149 1-800-945-3056

APN/Parcel Number: 850000111030000

Full Legal Description: As attached to recorded document Book 2005 at page 3288

Related Document: Recorded document Book 2005 at page 3288

SUBORDINATION AGREEMENT FOR MORTGAGE (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 11/11/2015

Current Lien Amount: \$57,001.00

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: 145 SE MAPLE AVE, EARLHAM, IA 50072

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, and the Senior Lender named above.

The Subordinating Lender has an interest in the Property by virtue of a Mortgage (With Future Advance Clause) (the "Existing Security Instrument") given by LAUREL F. TAYLOR, A MARRIED PERSON, AND MARVIN D. TAYLOR, A MARRIED PERSON, WIFE AND HUSBAND, WHO ACQUIRED TITLE AS LAUREL HOGAN AND MARVIN TAYLOR, covering that real property, more particularly described in the legal description attached to the Existing Security Instrument recorded as follows. Which document is dated the 24th day of June, 2005,

which filed in Book 2005 at page 3288 (or as No. N/A) of the Records of the Office of the Recorder of the County of MADISON, State of Iowa.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$78,000.00 (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. To be recorded concurrently with this Agreement. 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.

N/A The Senior Lender has an existing loan in the original principal amount of N/A (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 N/A in N/A N/A at page N/A (or as No. N/A) of the Records of the Office of the Recorder of the County of N/A, 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 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

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 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.

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 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 ~

X This Agreement may not be changed or terminated orally. No indulgence, waiver, election or nonelection by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

N/A 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.

### SUBORDINATING LENDER:

Wells Fargo Bar	1k, N.A.	
By	Jan Miller	NOV 1 2 2015
(Signature)	Gary Edward Klein	Date
(Title)	Vice President Loan Documentation	

### FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF	Oregon	)
COUNTY OF	Multnomah	)ss. )
The foregoing S	ubordination Agreement was acknow	ledged before me, a notary public or other officia

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 10 day of 100, 2015, by Gary Edward Klein, 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.

OFFICIAL 8TAMP
VIRGINIA GLEE BAUTISTA
NOTARY PUBLIC - OREGON
COMMISSION NO. 923878
MY COMMISSION EXPIRES JANUARY 15, 2018

# **LEGAL DESCRIPTION**

Lot Four (4) in Block Eleven (11) of the Original Town of Earlham, Madison County, Iowa.

