



Document 2012 3893

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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Reference: 138497122319313

Account: XXX-XXX-XXX3708-1998

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9794043

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: 890000300110000

Full Legal Description: See attached Exhibit A

Related Document: See Page 2

**SUBORDINATION AGREEMENT FOR
LINE OF CREDIT MORTGAGE**

Effective Date: 11/30/2012

Owner(s): SHAWNA LYNN SHUTT
WILLIAM C SHUTT

Current Lien Amount: \$37,951.00.

Senior Lender: CITIBANK, 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: 115 OLIVE ST, TRURO, IA 50257

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.

SHAWNA LYNN SHUTT, A MARRIED PERSON, WHO ACQUIRED TITLE AS, SHAWNA LYNN HUTCHISON, AND WILLIAM C. SHUTT, A NON VESTED SPOUSE, WIFE AND HUSBAND (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 Line Of Credit Mortgage (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 1st day of November, 2007, which was filed in Book 2007 at page 4359 (or as No. 2007 4359) 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 SHAWNA LYNN SHUTT and WILLIAM C SHUTT (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 \$61,309.00 (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.

**recorded concurrently herewith*
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)

NOV 30 2012
Date

Christopher L. Wheeler

(Printed Name)

Vice President Loan Documentation

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Virginia)

)ss.

COUNTY OF Roanoke)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 30th day of November, 2012, by Christopher L. Wheeler, 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.

Christie M. Williams (Notary Public)



Christie M. Williams
Notary Public 7524530
Commonwealth of Virginia

My Commission Expires June 30, 2016

EXHIBIT

THE FOLLOWING DESCRIBED REAL ESTATE IN MADISON COUNTY, IOWA: LOTS THIRTEEN (13) AND FOURTEEN (14) OF LIKENS SECOND ADDITION TO THE TOWN OF TRURO, MADISON COUNTY, IOWA.

TAX ID: 890000300110000.

BEING THE SAME FEE SIMPLE PROPERTY CONVEYED BY WARRANTY DEED FROM TODD R. HAGAN and NANCY A. HAGAN HUSBAND AND WIFE TO SHAWNA LYNN HUTCHISON , DATED 07/24/2001 RECORDED ON 07/27/2001 IN BOOK 2001, PAGE 3297 IN MADISON COUNTY RECORDS, STATE OF IA. FOR PROPERTY 115 OLIVE ST TRURO IA 50257.