

Document 2013 485

BK: 2013 PG: 485 Type 04 005 Pages 4
Recorded: 2/14/2013 at 1:40:36.0 PM
Fee Amount: \$22.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

INDX
ANNO
SCAN
CHEK

[Space Above This Line for Recording Data]

8692.WF

Reference: 40128930

Account: XXX-XXX-XXX0746-1998

Recording Requested By/Return To:

Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

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: 041 041011900022000 00 AND 031 031011900032000 00

Full Legal Description: See attached Exhibit A *pg 4*

Related Document: See Page 2

**SUBORDINATION AGREEMENT FOR
LINE OF CREDIT MORTGAGE**

Effective Date: 2/8/2013

Owner(s): WILLIAM HENRY SMITH

Current Lien Amount: \$39,000.00.

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.

HE360 SUB - IA (rev 20120507)
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Page 1 of 3

Property Address: 1334 BADGER CREEK ROAD, VAN METER, IA 50261

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.

WILLIAM HENRY SMITH, A SINGLE PERSON (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 11th day of February, 2011, which was filed in Book 2011 at page 537 (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 **WILLIAM HENRY SMITH** (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 \$292,200.00 (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.

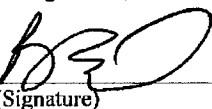
Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

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)

FEB 11 2013

Date

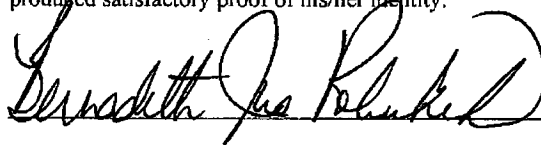
Barbara A. Edwards
(Printed Name)

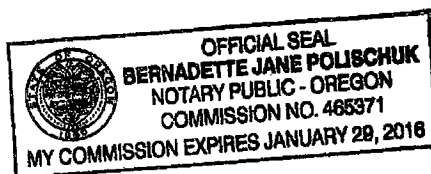
Vice President Loan Documentation
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
COUNTY OF Washington) ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 11 day of Feb., 2013, by Barbara A. Edwards, 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

The North 1168.00 Feet of the West 1690 Feet of Government Lot 2, Section 19, in Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as: Commencing at the Northwest corner Section 19, in Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, thence South $0^{\circ}13'$ West 1329.7 Feet to a Point of Beginning, thence North $83^{\circ}28'$ East 1690.0 Feet, thence South $0^{\circ}13'$ East 1168.0 Feet, thence South $83^{\circ}28'$ West 1690.0 Feet, North $0^{\circ}13''$ East 1168.0 Feet, to the Point of Beginning, containing 45.0 Acres, including 0.88 of Country Road.