

2015-08090

RECORDER MARK BRANDENBURG
POTTAWATTAMIE COUNTY, IA
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MORTGAGE SUBORDINATION AGREEMENT
Recorder's Cover Sheet

Preparer Information:

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Taxpayer Information:

1892 APARTMENTS LIMITED LIABILITY COMPANY, an Iowa limited liability company
142 W Broadway, Ste 140
Council Bluffs, IA 51503

Return Document To:

TitleCore
Attn: Maria Totten
9140 West Dodge Road, Suite 380
Omaha NE, 68114

Grantor:

City of Council Bluffs

Grantee:

SAC Federal Credit Union

Document Reference:

Book 105 at Page 23568 and Book _____, Page _____ *Instrument No. 2015-07981

Legal Description: Lots 3 and 4, Subdivision of Original Plat Lot 207, Lot 1, Subdivision of Original Plat Lot 208, and Lot 1, Subdivision of Original Plat Lot 209, all in Council Bluffs, Pottawattamie County, Iowa

MORTGAGE SUBORDINATION AGREEMENT

THIS MORTGAGE SUBORDINATION AGREEMENT (the "**Agreement**") is made and entered into as of June 23, 2015, by and between SAC FEDERAL CREDIT UNION ("**SAC**") and the City of Council Bluffs (the "**City**").

WHEREAS, 1892 APARTMENTS LIMITED LIABILITY COMPANY, an Iowa limited liability company ("**Borrower**") executed and delivered a Mortgage-Residual Loan to the City dated as of May 13, 2005 and recorded June 20, 2005, in Book 105 at Page 23568 of the Records of Pottawattamie County, Iowa (the "**City Mortgage**"), which encumbers the real estate described as Lots 3 and 4, Subdivision of Original Plat Lot 207, Lot 1, Subdivision of Original Plat Lot 208, and Lot 1, Subdivision of Original Plat Lot 209, all in Council Bluffs, Pottawattamie County, Iowa (the "**Property**"); and

WHEREAS, Borrower is obtaining a loan from SAC that is secured by a Mortgage on the Property from Borrower to and in favor of SAC, which was recorded June 24, 2015 in ~~Book~~ * , at Page of the Records of Pottawattamie County, Iowa ("**SAC Mortgage**"); and
at Instrument Number 2015-07981

WHEREAS, one of the conditions of the loan by SAC is that the SAC Mortgage and the lien upon the Property created thereby have first priority and not be subject or subordinate to any other security interest or lien; and

WHEREAS, the City is willing to subordinate the City's interest in the Property, its rights under the City Mortgage, and the liens created thereby on the Property upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The City agrees that any security interest, lien, claim or other interest of any nature that the City may have or claim, whether now existing, or hereafter created, acquired or incurred in the Property, whether created by the City Mortgage or by any other document or instrument, shall be at all times completely and unconditionally subject and subordinate to any security interest, lien, claim or other interest SAC may have or claim under the SAC Mortgage as to the Property, including any renewals, replacements, or extensions of the debt and other obligations secured by the SAC Mortgage. The subordination set forth herein shall apply regardless of whether or not SAC's lien and security interest is perfected, or if perfected, the order of perfection, and regardless of any priority created by law.

2. SAC may exercise any collection rights, foreclose, take possession of, sell or dispose of, and otherwise deal with, any of the Property or any other lien or security for any indebtedness of Borrower to SAC, whether before or after the occurrence of an event of default pursuant to the SAC Mortgage, all without consent by anyone.

3. This Agreement shall constitute a continuing agreement of subordination and SAC may, without notice to the City, lend monies, extend credit, and make other financial accommodations to or for the account of Borrower to be secured by the Property on the faith hereof. SAC is hereby authorized in its sole discretion to extend additional credit to Borrower, alter any of the terms or extend the maturity of the debt and other obligations secured by the SAC Mortgage, release any security and/or obligors therefor, and to accept any renewal note

CITY OF COUNCIL BLUFFS

By: [Signature]
Name: _____
Its: _____

DONALD D. GROSS, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT
209 PEARL STREET
COUNCIL BLUFFS, IOWA 51503

STATE OF Iowa)
COUNTY OF Pottawattamie) ss.

The foregoing instrument was acknowledged before me on June 22, 2015, by Donald D. GROSS, the Director, Comm. Devel. of the City of Council Bluffs, on behalf of the City.

[Signature]
Notary Public



