

73-1065

STATE OF NEBRASKA)

JEFFERSON COUNTY)§ 2012-00563

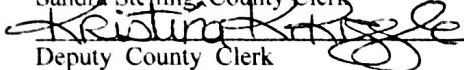
Entered in Numerical Index and filed for

Record the 7th day of May A.D. 2012

At 3:00 o'clock p.m. and recorded in

MTG Record No. 216 Page 73

Sandra Stelling, County Clerk



Deputy County Clerk

\$ 25.50 pd Benchmark/ret: AXA Equitable

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SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION

Return to:

AXA Equitable AgriFinance LLC

4333 Edgewood Road NE

Cedar Rapids, IA 52499

Attn: Megan Wickman

Please record the attached General Subordination Agreement and return to the address above.

RETURN RECORDED DOCUMENT TO:

AXA Equitable AgriFinance, LLC
4333 Edgewood Road NE
Cedar Rapids, Iowa 52499
Attention: Megan Wickman

(Space above this line for Recorder's use only)

GENERAL SUBORDINATION AGREEMENT

THIS GENERAL SUBORDINATION AGREEMENT (this "Agreement") made as of May 1, 2012, by MIDWEST BANK (the "Undersigned") in favor of AXA EQUITABLE LIFE INSURANCE COMPANY ("Lender").

RECITALS

WHEREAS, WAYNE H. MILTON a/k/a WAYNE MILTON and LORRAINE C. MILTON a/k/a LORRI MILTON, husband and wife (collectively, the "Borrower") has applied to Lender for a loan in the amount of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00) (the "Loan"), to be evidenced by a promissory note in that amount dated on or about the date hereof (the "Note") and secured by a mortgage, deed of trust or security deed dated on or about the date hereof (the "Mortgage"), encumbering the real property located in JEFFERSON COUNTY, NEBRASKA and more particularly described in Exhibit A attached hereto (the "Property"). The Note, Mortgage and all other documents executed by Borrower in connection therewith are referred to herein as the "Loan Documents";

WHEREAS, the Undersigned is the holder of the following mortgage, lease, contract of sale, judgment or other encumbrance ("Encumbrance"):

Deed of Trust in the amount of \$2,500,000.00 from Wayne H. Milton and Lorraine C. Milton, husband and wife, to Midwest Bank, beneficiary and trustee, dated November 9, 2010, and recorded in Book 210 of Mortgages, Page 64, records of Jefferson County, Nebraska, on November 24, 2010.

WHEREAS, to induce Lender to make the Loan, the Undersigned has agreed with Lender to subordinate to the lien of the Mortgage all right, title and interest of the Undersigned, including the Encumbrance, in and to all or any part of the Property;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by Lender to the Undersigned at or before delivery of this Agreement, the receipt of which is hereby acknowledged, the Undersigned hereby covenants and agrees with Lender as follows:

1. **Subordination.** The Encumbrance and any and all of the rights, options, liens and charges therein contained or created thereunder or thereby and all other right, title and interest of the Undersigned in the Property shall be and shall continue to be subject and subordinate in lien to the Loan Documents, the lien of the Mortgage, and to any extensions,

renewals and modifications thereof, to the extent of said amount, whether heretofore or hereafter advanced, and to all sums which may be advanced for the payment of taxes, assessments, insurance premiums and otherwise as contemplated by the terms of the Loan Documents, together with interest as provided by the Loan Documents.

2. **Amendments in Writing.** This Agreement may not be changed or terminated orally and shall bind and inure to the benefit of the Lender and the Undersigned and their respective heirs, personal representatives, successors and assigns.

3. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without regard to those governing conflicts of law.

4. **Lender Reliance.** The parties acknowledge and agree (a) that but for this Agreement, Lender would not disburse the sums evidenced by the Note; and (b) that Lender will disburse such sums in reliance upon the provisions of this Agreement.

5. **Successors and Assigns.** This Agreement and each and every covenant, agreement and provision hereof shall be binding upon each of the parties hereto and their respective successors and assigns, and shall inure to the benefit of each of the parties hereto and their respective successors and assigns. Notice of acceptance of this Agreement is hereby waived on behalf of all parties and their successors and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Undersigned has duly executed this Agreement as of the date and year first above written.

UNDERSIGNED:

MIDWEST BANK

By: Chad Hammer
Name: Chad Hammer
Title: AVP

Address:
105 W Elm Street
York, NE 68467

STATE OF Nebraska)
COUNTY OF York) ss.

The foregoing instrument was acknowledged before me this 1 day of May, 2012,
by Chad Hammer as Asst. Vice President of Midwest Bank.



Wayne Beck
Notary Public
My commission expires: July 21, 2012
Commission No.: _____

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\\CCNP-FILEPRINT\DATA\INVESTMENTS\REAL ESTATE\AXA LOANS IN CLOSING\MEGAN\MILTON,
WAYNE\DRRAFTS\SUBORDINATION AGREEMENT- MIDWEST BANK.DOC

Exhibit A

LEGAL DESCRIPTION

The South Half (S½) of Section 17, Township 2 North, Range 2 East of the 6th P.M., Jefferson County, Nebraska.

SLC-6410879-4