

STATE OF NEBRASKA)  
JEFFERSON COUNTY )§ 2014-01217  
Entered in Numerical Index and filed for  
Record the 31st day of Oct A.D. 2014  
At 11:40 o'clock a.m. and recorded in  
MTG Record No. 226 Page 144  
Sandra Stelling, County Clerk  
*[Signature]*  
Deputy County Clerk  
\$28.00 pd Abstract & Title

412

RETURN RECORDED DOCUMENT TO:

AXA Equitable AgriFinance, LLC  
Attn: Steven Traynor - at  
4333 Edgewood Road NE  
Cedar Rapids, Iowa 52499  
Attention: Investment Officer

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

Loan No. 60714259

**GENERAL SUBORDINATION AGREEMENT  
(Encumbrance Holder Subordinating to AXA)**

16 THIS GENERAL SUBORDINATION AGREEMENT (this "Agreement") made as of October 16, 2014 by Midwest Bank (the "Undersigned") in favor of AXA Equitable Life Insurance Company ("Lender").

**RECITALS**

**WHEREAS**, Wayne H. Milton and Lorraine C. Milton, husband and wife (the "Original Borrower") currently have a loan with Lender in the original principal sum of Seven Hundred Thousand Dollars (\$700,000.00) (the "Original Loan") as evidenced by that certain Deed of Trust recorded May 7, 2012, in Book 216, Page 72, of the Mortgage records in the Register of Deeds Office, Jefferson County, Nebraska, and further assumed by Robert D. Milton and Eric W. Milton (the "Borrower") by the certain Assumption and Modification Agreement recorded May 17, 2013, in Book 221, Page 89, as Document No. 2013-00660 of the Mortgage records in the Register of Deeds Office, Jefferson County, Nebraska (the "Original Mortgage"). Additionally, Borrower has applied to Lender for a loan in the amount of One Million Three Hundred Sixty-Eight Thousand Dollars (\$1,368,000.00) (the "Additional 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 with the Additional Loan are referred to herein as the "Loan Documents";

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

**Deed of Trust dated November 9, 2010 in an amount not to exceed \$2,500,000.00 to Wayne H. Milton and Lorraine C. Milton, husband and wife, and recorded November 24, 2010 in Book 210, Page 64, of the Mortgage records in the Register of Deeds Office, Jefferson County, Nebraska.**

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

8-11-1-

## 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 Original Mortgage, 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.

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

Exhibit A

LEGAL DESCRIPTION

Parcel 1:

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eighteen (18), Township Two (2) North, Range Two (2) East of the Sixth PM, Jefferson County, Nebraska.

Parcel 2:

The South Half (S $\frac{1}{2}$ ) of Section Seventeen (17), Township Two (2) North, Range Two (2) East of the Sixth PM, Jefferson County, Nebraska.

UNDERSIGNED:

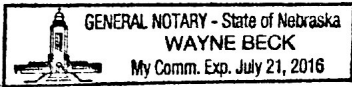
Midwest Bank

By Chad Hammer  
Chad Hammer, Vice President

Address:  
105 W Elm St  
York, NE 68467

STATE OF NEBRASKA )  
COUNTY OF York ) ss.

The foregoing instrument was acknowledged before me this 16 day of October, 2014, by Chad Hammer, as Vice President of Midwest Bank.



Wayne Beck  
Notary Public  
My commission expires: July 21, 2016  
Commission No.: \_\_\_\_\_