Bill Werger

DELAWARE COUNTY IOWA
FILED
1999 NO 24 PM 4:20
BOOK 1999 PAGE 4034
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$ 11.00

This Instrument prepared by William D. Werger, 401 E Main St, Manchester, IA 52057. Telephone No. 319-927-5920

AGREEMENT WITH PRIOR LIENHOLDER
UNITED STATES DEPARTMENT OF AGRICULTURE

Form RD 1927-8 (Rev. 2-97) | Position 5 | FORM APPROVED OMB NO. 0575-0147

WHEREAS Bank Iowa

(called the "Mortgagee") is the holder of a certain mortgage
(Insert Mortgage, Purchase Contract, or other Security Instrument)

(called the "Security Instrument") recorded in Book No. 1999 Page 4033,

of the mortgage Records of Delaware County;

WHEREAS Karen K Fonck and Allen C Pledge, Jr

(called the "Mortgagor") is (are) the owner(s) of certain real estate described in the above listed security instrument; and

WHEREAS, Mortgagor has applied to the United States of America, United States Department of Agriculture, acting through the USDA - Rural Development (called the "Government"), for a loan for the purpose of improving or purchasing and improving the real estate, to be secured by a mortgage, deed of trust, or other security instrument that will be subject to the Security Instrument held by or for the benefit of Mortgagee;

THEREFORE, in consideration of the insuring or making of the loan by the Government, Mortgagee, for mortgagee's self, heirs, executors, administrators, successors, and assigns does hereby agree:

1) That the mortgagee will not declare the Security Instrument to be in default and the indebtedness secured thereby will not be accelerated unless prior written notice has been provided to the Government at the following address:
Box 429, West Union, IA 52175

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Said notice will be delivered to the Government by Certified Mail not less than 90 days prior to the intended action;

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Agriculture, Clearance Officer, STOP-7602, 1400 Independence Ave., SW., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB number.

2) That the Government may, at its option, cure any monetary default by paying the amount of the Mortgagor's delinquent payments to the Mortgagee;

3) That should the Government commence liquidation proceedings and thereafter acquire the real estate covered by the security instrument, the Mortgagee will not declare the security instrument to be in any non-monetary default;

4) That to the extent the Security Instrument secures future advances which have priority over the Government's security instrument, no advances for purposes other than taxes, insurance or payments on other prior liens will be made under any future advance feature of the mortgagee's security instrument without the written consent of USDA - Rural Housing Service.

5) That this agreement includes consent to the Government for making (or transferring) loans and taking (or retaining) the related mortgage notwithstanding any provision of the Mortgage which prohibits a loan or mortgage (or transfer) without Mortgagee's consent;

6) That should the Government obtain title to the property either by foreclosure or voluntary conveyance, Mortgagee will grant consent so the Government may transfer the property subject to the prior lien notwithstanding any prohibition in the Mortgagee's security instrument to the contrary.

IN WITNESS WHEREOF, Mortgagee has executed this Agreement with Prior Lienholder this 24 day of November, 1999.

_____ (Seal)
(Mortgagee)

_____ (Seal)
(Mortgagee)

IF MORTGAGEE IS A CORPORATION:

(Corporate Seal)

Bank Iowa
(Name of Corporation - Mortgagee)

By Kelly R. Johnson
(Duly Authorized Officer)

ASSISTANT VICE PRESIDENT
(Title)

ACKNOWLEDGMENT

CORPORATE

STATE OF IOWA, Buchanan COUNTY ss:

On this 24th day of November, 1999 before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Kelly R. Johnson, to me personally known, who being by me duly sworn, did say that he/she is the Assistant Vice-President of said corporation, that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Kelly R. Johnson, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by his/her voluntarily executed.

BRYAN R. PALMER
MY COMMISSION EXPIRES
5-1-02

Bryan R. Palmer
, Notary Public in and for said County

☆U.S. GPO:1997-556-122