AB.

DELAWARE COUNTY IOWA
FILED
2001 DEC 28 AM 8:09
BOOK 124
DEBRA A. TAYLOR
DELAWARE COUNTY RECORDER

Prepared by: Shelia D. Smith, FSA, 200 South 12th St., Manchester IA 52057 563-927-4580

USDA
Form RD 460-2
(Rev. 4-97)

SUBORDINATION BY THE GOVERNMENT

Position 1 (Chattel Security)
Position 5 (Real Estate Security)

The United States of America acting through the United States Department of Agriculture (called the "Government") is the owner and holder of the following-described instruments executed by Roman John Bertling **and** Margaret Bertling **of** Delaware **County, State of** Iowa :

Title of Instrument	*Date of Instrument*	*Date Filed*	*Office Filed*	*Document File or Book No.*	*Page No.*
Real Estate Mortgage	08/23/94	08/25/94	Delaware County Recorder	124	134

AND, Farm Credit Services **(called the "Lender") has agreed to loan $** 525,000.00 **to** Roman John Bertling **and** Margaret Bertling **(called the "Borrower") for the following purposes:**

Refinance Zion First National Bank

THEREFORE, in consideration the Lender's agreement to make such loan to Borrower, the Government (1) consents to the Borrower obtaining the loan from the Lender for such purposes, and (2) agrees to and does subordinate in favor of the Lender and its successors and assigns its liens or security interests created or evidenced by the above-described instruments insofar as they cover the following-described property and provided the Lender perfects a lien on that property:

See attached legal description

This subordination is limited to the amount actually loaned by the Lender to the Borrower (principal and accrued interest) for the forgoing purposes and also the amount actually advanced for foreclosure costs and other advances made or to be made by the Lender, for a total limitation not to exceed $ 525,000.00 **.* Any amount which is in excess of this figure will not be covered by this subordination unless prior written consent was obtained from the Government for incurring the expenditure in question. The Lender must incorporate into the borrower's note a statement that the loan will be in default should any proceeds of the loan funds obtained as a result of this subordination be used (1) for a purpose that will contribute the excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, provided by 7 C.F.R. part 1940, subpart G, or (2) for any purpose not provided for above.**

IN WITNESS WHEREOF, The United States of America has caused this subordination to be signed on the 28th day of December, 2001, pursuant to the delegated authority published in 7 C.F.R. part 1900, subpart A.

UNITED STATES OF AMERICA,

WITNESS: _____

BY Shelia D. Smith
SHELIA D. SMITH

_____

TITLE Farm Loan Manager

U.S. Department of Agriculture.

*(NOTE TO LENDER: You are advised to obtain a perfected security interest on the above property. When the indebtedness has been satisfied please mark this form "PAID IN FULL" and return it to the Department of Agriculture at the following address: 200 South 12th St., Manchester, IA 52057.)

STATE OF IOWA }
COUNTY OF DELAWARE } ss:

ACKNOWLEDGMENT

On this 28th day of December, 19 2001, before me, the subscriber, a Notary Public, in and for the above county and State, appeared Shelia D. Smith, known to me to be Farm Loan Manager, United States Department of Agriculture, and the person who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as the free act and deed of the United States of America, for the uses the purposes mentioned in it.

IN WITNESS WHEREOF, I have set my hand and seal at Manchester Iowa the day and year listed above.

[SEAL] NOTARIAL SEAL IOWA — CATHY L. GREIF Commission Number 175823 My Comm. Exp. 8-31-03

Cathy L. Greif
(Signature)

My commission expires _____

Notary Public.
(Title)

RD 460-2 (Rev. 4-97)

LEGAL DESCRIPTION - ROMAN JOHN BERTLING

CONTINUATION OF AN ABSTRACT OF TITLE TO: The West one-half (W½) of the Southeast Quarter (SE¼), and the East one-half (E½) of the Southwest Quarter (SW¼) of Section Twenty Three (23), and the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Twenty Six (26), all in Township Eighty Eight (88) North, Range Three (3), West of the Fifth P.M., and the North one-half (N½) of the Northeast fractional Quarter (NEfr¼) of the Northeast Quarter (NE¼), and the North one-half (N½) of the Northwest fractional Quarter (NWfr¼) of the Northeast Quarter (NE¼), and the North one-half (N½) of the Northeast fractional Quarter (NEfr¼) of the Northwest Quarter (NW¼) of Section Four (4), Township Eighty Seven (87) North, Range Three (3), West of the Fifth P.M., and the South one-half (S½) of the Southeast Quarter (SE¼), and the East one-half (E½) of the Southwest Quarter (SW¼) of Section Thirty Three (33), Township Eighty Eight (88) North, Range Three (3), West of the Fifth P.M., and the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Twenty Three (23); and the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼), and all that part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) lying and being West of the middle of the main channel of the North Fork of the Maquoketa River in Section Twenty Four (24); and the West one-half (W½) of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), and the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty Five (25); and that part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) and of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Twenty Five (25) described as commencing at the Northeast corner of said Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) and running thence West one hundred twenty (120) rods, thence South fifty three and one-fourth (53¼) rods, thence East one hundred twenty (120) rods, thence North fifty three and one-fourth (53¼) rods to the place of beginning; and the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Twenty Six (26), all in Township Eighty Eight (88) North, Range Three (3), West of the Fifth P.M.