1st St. BK

$7.00 - Title Services Corp.

Book 2006 Page 1620

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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

RECORDER'S PAGE
Indemnification Agreement

Prepared by: Charles P. Augustine
531 Commercial St., Ste 700
Waterloo, IA 50701
(319)232-3304

After Recorded Return To:
Title Services Corporation
603 Commercial St.
Waterloo, IA 50701
Attn: REO dept.
TSC# 060329

Legal:
That part of Lot Six (6) of the Subdivision of the North one-half (N½) of the Southwest Quarter (SW¼) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book A Plats, Page 19, described as commencing at the Southeast corner of Lot Seven (7) of said Subdivision, and running thence North on the East line of said Lots Seven (7) and Six (6) four hundred twenty three (423.0) feet to the point of beginning, thence West one hundred thirty three (133.0) feet, thence South one hundred (100.0) feet, thence East one hundred thirty three (133.0) feet to the East line of said Lot Six (6), thence North one hundred (100.0) feet to the point of beginning

INDEMNIFICATION AGREEMENT

THIS AGREEMENT, dated this 24 day of April, 2006, is hereby given by Monument Street Funding II, LLC.

WITNESSETH;

WHEREAS, Monument Street Funding II, LLC, (hereinafter "Monument") is the record titleholder to real estate legally described as follows, to-wit: ***That part of Lot Six (6) of the Subdivision of the North one-half (N½) of the Southwest Quarter (SW¼) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book A Plats, Page 19, described as commencing at the Southeast corner of Lot Seven (7) of said Subdivision, and running thence North on the East line of said Lots Seven (7) and Six (6) four hundred twenty three (423.0) feet to the point of beginning, thence West one hundred thirty three (133.0) feet, thence South one hundred (100.0) feet, thence East one hundred thirty three (133.0) feet to the East line of said Lot Six (6), thence North one hundred (100.0) feet to the point of beginning***, (hereinafter the "Real Estate"); and

WHEREAS, Monument is the seller in a pending sales transaction concerning the Real Estate, wherein Dennis Wiedenman and Marsha Wiedenman, husband and wife (hereinafter collectively referred to as "Wiedenman") are the purchasers; and

WHERAS, the parties of desirous of closing on this transaction but the attorney for Wiedenman has title concerns related to one certain mortgage originally in favor Guaranty National Bank of Tallahassee, filed August 6, 2001, in Book 2001, Page 2825, which mortgage ultimately was assigned to Cadleway Properties, Inc., pursuant to one certain assignment filed August 15, 2005, in Book 2005, Page 2830, and which mortgage was in the opinion of Monument, eliminated in connection with the foreclosure of Monument's senior mortgage.

NOW THEREFORE, for valuable consideration received, Monument hereby agrees to indemnify and hold Wiedenman, and their attorney, Steven Carr, entirely harmless from any and all liability or financial or other loss that they may at any time experience due to a successful enforcement through foreclosure or otherwise of herein-referenced mortgage originally in favor of Guaranty National Bank of Tallahasse. Monument understands that Wiedenman has agreed to close on the pending transaction between the parties partially in reliance on this agreement.

SELLER:
MONUMENT STREET FUNDING II, LLC

By: _____
Catherine Houston, Vice President
of Centurion Funding, Inc., managing member
for Monument Street Funding, LLC, managing
member for Monument Street Funding II, LLC.

STATE OF NORTH CAROLINA, WAKE COUNTY, ss:

This instrument was acknowledged this 24 day of April, 2006, Catherine Houston as Vice President of Centurion Funding, Inc., managing member for Monument Street Funding, LLC, managing member for Monument Street Funding II, LLC.

Kalpana Patel
Notary Public

KALPANA PATEL
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires December 24, 2007