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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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(Name)	(Address)	(Telephone No.)
Return To:		
Tri-County Bank & Trust	P. O. BOX 309 Monticello, IA 52310	319-465-6173
(Name)	(Address)	(Telephone No.)

ENV. ⊗

AGREEMENT WITH PRIOR LIENHOLDER
Position 5

FSA 1927-8 IA
(07-18-06)

Form Approved - OMB No. 0575-0147

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency

WHEREAS TRI-COUNTY BANK AND TRUST

(called the "Mortgagee") is the holder of a certain MORTGAGE in Book 2007 Page 2883
(Insert Mortgage, Purchase Contract or other Security Instrument)

(called the "Security Instrument") recorded in the Real Estate Mortgage Records of ~~XXXXXX~~ DELAWARE County;

WHEREAS JOHN ROBERT RECKER & PAMELA KAY RECKER

(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 Farm Service Agency (called the "Government"), for a loan (the "Government form") 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;

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0147. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Initial AJC date 11/13/07

THEREFORE, in consideration of the 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 because of the Government form;

2) 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 by Certified Mail not less than 90 days prior to the intended action at the following address(es):

FARM SERVICE AGENCY
210 BIERMAN ROAD; EPWORTH, IA 52045

3) That the Government may, at its option, cure any monetary default by paying the amount of the Mortgagor's delinquent payments to the Mortgagee, or pay the obligation in full and the Mortgagee will assign the lien to the Government;

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 the Government;

5) That should the Mortgagee pursue foreclosure by advertisement (non-judicial foreclosure) of the Security Instrument, the Mortgagee will give the Government not less than 90 days prior written notice by Certified Mail at the address(es) set out above of the date, time, and place of the foreclosure sale;

6) That the Closing Agent/Attorney will record this Agreement and legal description with the Security Instrument in the appropriate Real Estate Mortgage Records;

7) 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 non-monetary default;

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

9) 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 the Government this 13TH

day of November, 20 07.

(Seal)

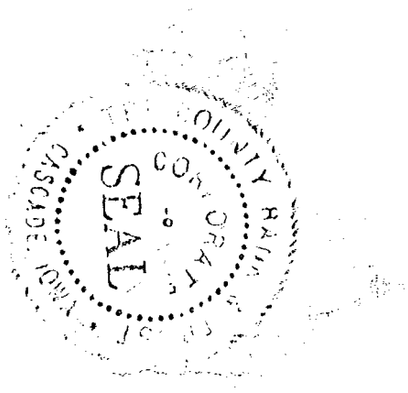
(Mortgagee)

(Seal)

(Mortgagee)

IF MORTGAGEE IS A CORPORATION:

(Corporate Seal)



TRI-COUNTY BANK & TRUST
(Name of Corporation - Mortgagee)

By (Duly Authorized Officer)

SENIOR VICE PRESIDENT
(Title)

PO BOX 309

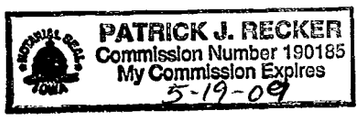
MONTICELLO, IA 52310
(Address)

DAVID J. KOHOE
(Contact Person - Please Print)

319-465-6173
(Telephone Number)

ACKNOWLEDGMENT

Acknowledged before me this 13th day of November, 2007.



Patrick J. Recker

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