Tom Hanson

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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(Name)	(Address)	(Telephone No.)
Return To:		
Farm Service Agency	200 South 12th Street Manchester, IA 52057	563-927-4250
(Name)	(Address)	(Telephone No.)

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 Fidelity Bank & Trust

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

(called the "Security Instrument") recorded in the Real Estate Mortgage Records of Delaware

County;

WHEREAS Austin Jon Lueck (unmarried)

(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;

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Initial _____ date 1/2/09

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 45 days prior to the intended action at the following address(es):

200 South 12th Street
Manchester, IA 52057

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 45 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.

Initial _____ date 1/2/09

IN WITNESS WHEREOF, Mortgagee has executed this Agreement with the Government this 2nd

day of January, 20 09.

(Seal)

(Mortgagee)

(Seal)

(Mortgagee)

IF MORTGAGEE IS A CORPORATION:

(Corporate Seal)

FIDELITY BANK & TRUST CORPORATE SEAL DUBUQUE, IOWA

Fidelity Bank & Trust
(Name of Corporation - Mortgagee)

By _____
(Duly Authorized Officer)

Assistant Vice President
(Title)

208 2nd St. SE., P.O. Box 277

Dyersville, IA 52040-0277
(Address)

Jason Heisler
(Contact Person - Please Print)

563-875-7157
(Telephone Number)

ACKNOWLEDGMENT

State of Iowa }
County of Delaware} ss.

On this 2nd day of January, 2009 before me personally appeared Jason Heisler, to be known to me to be the same person(s) whose name is subscribed to the foregoing instrument, and acknowledged that (he or she) signed and delivered the instrument as (his or her) free and voluntary act, for the uses and purposes set forth.

My commission expires:
8-16-10

NOTARIAL SEAL IOWA
NATHAN FREEZE
Commission Number 712043
My Commission Expires
8-16-10

Nath Freeze
Notary Public

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