Book 2009 Page 3000
Document 2009 3000 Type 06 006 Pages 3
Date 7/30/2009 Time 1:31:34PM
Rec Amt $19.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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

EW

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 Farmers & Merchants Savings Bank

(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 Mark David Kintzle

(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 TK date 7/28/09

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 7/28/09

IN WITNESS WHEREOF, Mortgagee has executed this Agreement with the Government this 28TH

day of JULY, 20 09.

(Seal)

(Mortgagee)

(Seal)

(Mortgagee)

IF MORTGAGEE IS A CORPORATION:

(Corporate Seal)



Farmers & Merchants Savings Bank

(Name of Corporation - Mortgagee)

By (Duly Authorized Officer)

Exec. Vice President

(Title)

101 E Main St. PO Box 588

Manchester, IA 52057

(Address)

Timothy R. Kluender

(Contact Person - Please Print)

563-927-4475

(Telephone Number)

ACKNOWLEDGMENT

On this 28th day of July, 2009, before me, Rosemary Drees, a notary Public in and for Delaware County, Iowa, appeared Timothy R. Kluender to me personally known, who being by me duly sworn, did say that Timothy R. Kluender is the Executive Vice President of the Farmers & Merchants Savings Bank a corporation located at Manchester, Iowa, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that said instrument was by him signed and sealed in behalf of the corporation, by authority of its Board of Directors, and said Timothy R. Kluender acknowledged the execution of this instrument to be the voluntary act and deed of the said corporation, by them voluntarily executed. Witness my hand and notarial seal, the day and year last avove written

Rosemary Drees

Notary Public in and for Delaware County

Rosemary Drees
COMMISSION NUMBER 144070
My Commission Expires
7/30/2011

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Rosemary Drees
COMMISSION NUMBER 144070
My Commission Expires
7/30/2011

Initial R date 7/28/09