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BOOK **2001** PAGE **1843**  
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REC \$ 15<sup>00</sup>  
AUD \$ 1<sup>00</sup>  
R.M.F. \$ 1<sup>00</sup>

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RECORDED   
COMPARED

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

**AGREEMENT WITH PRIOR LIENHOLDER**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**

Form RD 1927-8  
(Rev. 2-97)

Position 5

FORM APPROVED  
OMB NO. 0575-0147

WHEREAS Farmers & Merchants State Bank, Winterset, Iowa

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

(called the "Security Instrument") recorded in Book No. 2001 Page 448,

of the County Recorder's Records of Madison County;

WHEREAS Scott Allen and Jennifer J. Allen

(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 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;

THEREFORE, in consideration of the insuring or 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 and the indebtedness secured thereby will not be accelerated unless prior written notice has been provided to the Government at the following address:  
Madison Co. FSA, 815 Hwy 92 E., Winterset, IA 50273

Said notice will be delivered to the Government by Certified Mail not less than 90 days prior to the intended action;

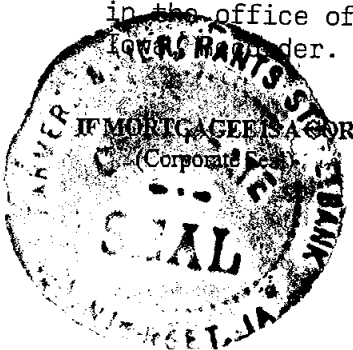
*Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Agriculture, Clearance Officer, STOP-7602, 1400 Independence Ave., SW., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB number.*

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- 2) That the Government may, at its option, cure any monetary default by paying the amount of the Mortgagor's delinquent payments to the Mortgagee;
- 3) 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 any non-monetary default;
- 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  
Madison County FSA
- 5) That this agreement includes content to the Government for making (or transferring) loans and taking (or retaining) the related mortgage notwithstanding any provision of the Mortgage which prohibits a loan or mortgage (or transfer) without Mortgagee's consent;
- 6) 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 Prior Lienholder this ✓ 8<sup>th</sup>  
day of May, 2001.

This Agreement with Prior Lienholder United States Department of Agriculture amends and is substituted for the Agreement with Prior Lienholder United States Department of Agriculture recorded April 25, 2001, in book 2001, commencing on page 1644 in the office of the Madison County, Iowa Recorder.



FARMERS & MERCHANTS STATE BANK CORPORATION:  
(Corporate Seal)

\_\_\_\_\_  
(Mortgagee)  
\_\_\_\_\_  
(Mortgagee)  
Farmers & Merchants State Bank  
Winterset, IA 50273  
(Name of Corporation - Mortgagee)  
By Bill Dickey  
Duly Authorized Officer  
Vice President  
(Title)

ACKNOWLEDGMENT



STATE OF IOWA, COUNTY OF MADISON, ss:

On this 8th day of May, 2001, before me, the undersigned, a Notary Public in

and for the said State, personally appeared Bill Dickey

~~and~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, to me personally known, who being by me duly sworn, did

say that ~~he is~~ ~~they are~~ the Vice President ~~and~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~,

respectively, of the corporation executing the within and foregoing instrument to which this is attached, that

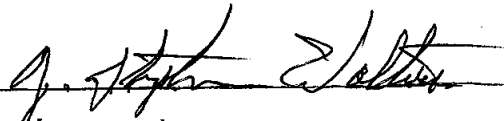
~~(no seal has been procured by the)~~ ~~(the seal affixed thereto is the seal of the)~~ corporation; that the instrument

was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that

Bill Dickey ~~and~~ ~~XXXXXXXXXXXX~~ an officer ~~XXXXXXXXXXXX~~

acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation,

by it and by them voluntarily executed.

  
\_\_\_\_\_  
G. Stephen Walters, Notary Public in and for said State.

(Section 553.39, Code of Iowa)



Acknowledgment: For use in the case of corporations