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REC \$ 30.00
AUD \$
R.M.F. \$ 5.00

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS INSTRUMENT WAS DRAFTED BY:
Moss and Barnett, P.A. (JDL)
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, Minnesota 55402

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| COMPUTER | <input checked="" type="checkbox"/> |
| RECORDED | <input checked="" type="checkbox"/> |
| COMPARED | <input checked="" type="checkbox"/> |

IA7 Macksburg

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Non-Disturbance And Attornment Agreement ("Agreement") made this 23rd day of Sept. 2003, by and among RSA No. 7 Limited Partnership, d/b/a Verizon Wireless (hereinafter called "Lessee") Kenneth W. Waltz and Connie Sue Waltz, husband and wife, (hereinafter called "Lessors") and Farmers & Merchants State Bank, an Iowa state bank (hereinafter called "Lender").

AGREEMENT

1. Agreement Between Lessor and Lessee. Lessor and Lessee entered into an Option and Lease Agreement on Sept. 23rd, 2003 of which a Memorandum was recorded on _____, 200__, as Document No. _____ in the office of the County Recorder, Madison County, Iowa. The property subject to said Option and Lease Agreement and hereby made subject to the terms of this Agreement is described in the attached Exhibit A (the "Property").

2. Mortgages. A certain Open-End Real Estate Mortgage ("Lien Document") was executed by Lessors dated February 8, 2001 and recorded February 13, 2001, as Document No. 000483, Book 2001, Page 483, in the Records of Madison County Recorder or Registrar of Titles, State of Iowa, made by Kenneth W. Waltz and Connie Sue Waltz to Farmers & Merchants State Bank to secure an indebtedness in the principal amount of \$110,000.00.

3. Lessee's Obligation to Attorn. So long as the Lessee is not in default in the performance of any of the terms of the Option and Lease Agreement, the parties agree that in the event a Lien Document is foreclosed for any reason or in the event of the delivery of a deed in lieu of such foreclosure with respect to an above referenced Lien Document and the Lender succeeds to the Lessor's interest under the Option and Lease Agreement, the Lessee shall be bound to the Lender under all of the terms of the Option and Lease Agreement for the balance of the term thereof with the same force and effect as if the Lender were the Lessor under the Option and Lease Agreement.

The Lessee hereby attorns to the Lender as its Lessor immediately upon the Lender succeeding to the interest of the Lessor under the Option and Lease Agreement, such attornment

shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. The respective rights and obligations of the Lessee and the Lender under such attornment shall, to the extent of the then remaining balance of the term of the Option and Lease Agreement, be the same as now set forth therein. The terms of the aforementioned Option and Lease Agreement are incorporated herein by reference with the same force and effect as if set forth in full herein.

Notwithstanding anything herein to the contrary, the Lessee shall be under no obligation to pay rent or option extension payments to the Lender until the Lessee receives written notice from the Lender that it has succeeded to the interest of the Lessor under the Option and Lease Agreement .

4. Lender Bound and Non-disturbance. In the event that a Lien Document is foreclosed or in the event of the delivery of a deed in lieu of such foreclosure with respect to the above referenced Lien Document and the Lender succeeds to the interest of the Lessor, the Lender shall be bound to the Lessee under all terms of the Option and Lease Agreement and Lessee shall have all of the remedies against the Lender for breach of the Option and Lease Agreement the Lessee might have had against the prior Lessor. So long as Lessee is not in default in the performance of the terms of the Option and Lease Agreement, the Option and Lease Agreement shall not be terminated, nor shall Lessee's use, possession, or enjoyment of the Property be interfered with, nor affected thereby.

In no event shall the Lender be liable for any act or omission of any prior Lessor, be subject to any offsets or defenses which the Lessee might have against any prior Lessor, or be bound by any rent or additional rent which the Lessee might have paid to any prior Lessor for more than the current month.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

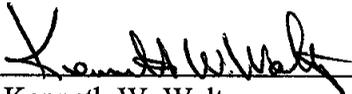
6. Successors and Assigns. The rights and obligations hereunder of the Lessor, Lessee and the Lender shall bind and inure to the benefit of their respective successors and assigns.

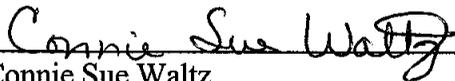
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[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

LESSOR:

By: 
Kenneth W. Waltz

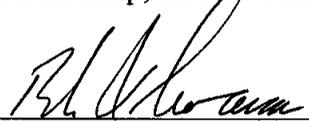
By: 
Connie Sue Waltz

LESSEE:

RSA 7 Limited Partnership,
d/b/a Verizon Wireless

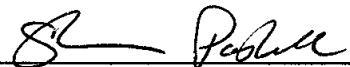
By: AirTouch Iowa RSA 7, LLC,
its Managing Partner

By: Cellco Partnership, Its Sole Member

By: 
Robert F. Swaine
Its: West Area Vice President, Network

LENDER:

Farmers & Merchants State Bank,
an Iowa state bank

By: 

Name: Shane Pashek

Its: Vice President

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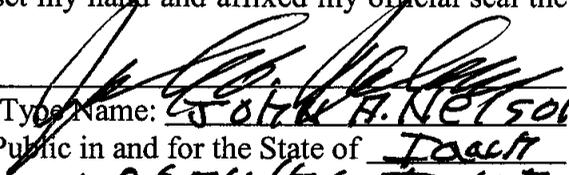
[Acknowledgments on following page.]

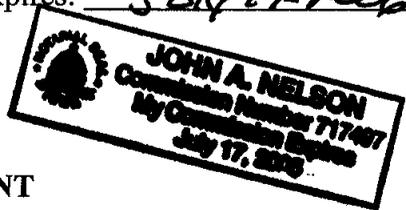
LESSOR ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
COUNTY OF MADISON)

On this 29 day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, duly commissioned and sworn, personally appeared Kenneth W. Waltz and Connie Sue Waltz, husband and wife, to me known to be the individuals that executed the foregoing instrument as Lessor, and acknowledged said instrument to be the free and voluntary act and deed of said individuals, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Print or Type Name: JOHN A. NELSON
Notary Public in and for the State of IOWA
residing at URBANDALE, IOWA
My appointment expires: JULY 17, 2006



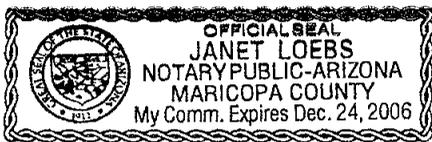
LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 23rd day of September, 2003, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Robert F. Swaine to me known to be an authorized representative of Cellco Partnership, the sole member of AirTouch Iowa RSA 7, LLC, the managing partner of RSA 7 Limited Partnership, d/b/a Verizon Wireless, the limited partnership that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of RSA 7 Limited Partnership, d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Print or Type Name: JANET LOEBS
Notary Public in and for the State of AZ,
residing at MARICOPA COUNTY
My appointment expires: DEC. 24, 2006



LENDER ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
COUNTY OF Madison)

On this 28th day of April, 2003, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, duly commissioned and sworn, personally appeared Shane Pashek to me known to be the Vice President of Farmers & Merchants State Bank, an Iowa state bank, identified herein that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of such Lender, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Staci Shortt

Print or Type Name: Staci Shortt
Notary Public in and for the State of Iowa
residing at Winterset
My appointment expires: 10-9-03



EXHIBIT A

Property Description:

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The South half (1/2) of the Southeast Quarter (1/4) of Section Eighteen (18) in Township Seventy-four (74) North, of Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.