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BOOK 208 PAGE 282

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R.M.F. \$ 1.00

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

✓ David M. Dryer, Attorney 124 West Ashland Indianola, Iowa (515) 961-8120

**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 Brenton Bank

(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. 208 Page 270

of the Mortgage Records of Madison County;

WHEREAS Deborah J. Martens and _____

(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 Rural Development (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:

909 East 2nd Avenue, Suite D
Indianola, Iowa 50125

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.

5-3-99
4449

Notary Public

Debra A. Wickert



On this 3 day of May, 1999, before me a Notary Public in and for the State of Iowa, personally appeared Denis L. Frischmeyer, personally known and by me duly sworn, did say he is the President of Brenton Bank, no seal has been procured, and the instrument is voluntarily signed on behalf of said Bank, and by authority of its Board of Directors.

* U.S. GPO: 1997-556-122; Page 2 of 2

ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF WARREN SS:

(Title)
Denis L. Frischmeyer, President
By *[Signature]*
(Duly Authorized Officer)
Brenton Bank
(Name of Corporation - Mortgage)

(Corporate Seal)
None

IF MORTGAGEE IS A CORPORATION:

(Mortgage)
(Seal)

(Mortgage)
(Seal)

day of May, 1999

IN WITNESS WHEREOF, Mortgagee has executed this Agreement with Prior Lienholder this 3

in the Mortgagee's security instrument to the contrary.
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

without Mortgagee's consent;
5) That this agreement includes consent 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)

State Director of Rural Development
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

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 in any non-monetary default;

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;