

Form FmHA 1927-8
(Rev. 1-92)

Position 5

FORM APPROVED
OMB NO. 0575-0147

COMPILED
RECORDED
COMPARED

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

FILED NO. **1195**

AGREEMENT WITH PRIOR LIENHOLDER

BOOK 43 PAGE 692

96 OCT 28 PM 2: 00

BECAUSE Farmer's Merchants State Bank

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

(called the "Mortgagee") is the holder of a certain Mortgage

REC \$ 10.00

(Insert Mortgage, Purchase Contract, or other Security Instrument)

AUC \$ _____

(called the "security instrument") recorded in Book No. 185, Page 227

R.M.F. \$ 1.00

of the _____ Records of Madison County,

Hollie M. Nelson MA on October 28, 1996

(called the "Mortgagor") is (are) the owner(s) and/or purchaser under a purchase contract of certain real estate described in the above listed security instrument:

And Mortgagor has applied to the United States of America, acting through the Administrator of the Farmers Home Administration (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 FmHA County Supervisor at the County Supervisor's office located at 909 E. 2nd Ave. Suite D
Indianola, IA. 50125

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

2) That the government may, at its option, cure any monetary default by paying the amount of the borrower's delinquent payments to the mortgagee;

3) That should the Government commence liquidation proceedings and thereafter acquire the real estate described above, the mortgagee will not declare the security instrument to be in any non-monetary default;

4) That to the extent the prior lien 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 State Director of FmHA.

5) That this agreement includes consent to FmHA for making or insuring (or transferring) loans and taking (or retaining) the related mortgage if the security instrument 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 if the security instrument prohibits such transfer without the mortgagee's consent.

Public reporting burden for this collection of information 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0147), Washington, D.C. 20503. Please DO NOT RETURN this form to either of these addresses. Forward to FmHA only.

IN WITNESS WHEREOF, Mortgagee has hereto set Mortgagee's hand and seal this 28th
day of October, 1996.

(Mortgagee)

(Mortgagee)

IF A CORPORATION

(Name of Corporation - Mortgagee)
Farmer's & Merchants State Bank

BY James W. Mease
(Duty Authorized Officer)
James W. Mease, President

(Title)

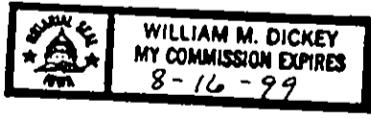


ACKNOWLEDGMENT

STATE OF IOWA, Madison COUNTY, ss:

On this 28th day of October, 1996, before me, the undersigned,
a Notary Public in and for the State of Iowa, personally appeared James W. Mease and
_____, to me personally known, who being by me

duly sworn, did say that they are the President and _____
respectively, of the corporation executing the within and foregoing instrument to which this is attached, that ~~(the seal affixed thereto is the seal of the)~~ corporation; that said instrument was signed
~~(and sealed)~~ on behalf of the corporation by authority of its Board of Directors; and that James W. Mease
and _____ as officers acknowledged the execution of the foregoing instrument to be the
voluntary act and deed of the corporation, by it and by them voluntarily executed.



William M. Dickey

Notary Public in and for said State.
(Sections 558 38 and 558 39, Code of Iowa)

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1193
10-28-96
David Dwyer