

STATE OF IOWA, ss.
MADISON COUNTY,

Inst. No. 1634 Filed for Record this 19 day of February 19 91 at 11:30 AM
Book 127 Page 447 Recording Fee \$10.00 Michelle Utaler, Recorder, By Shirley G. Hardy
Deputy

LIMITED CONSENT TO EASEMENT

COMPARED

This Consent to Easement is made this 22nd day of January, 1991 by Knutson Mortgage Corporation successor by merger to Northland Mortgage Company ("Knutson").

WHEREAS, on the 2nd day of September, 1977, Thomas G. Young and Deborah K. Young, husband and wife, executed a mortgage in favor of Knutson as collateral for their Promissory Note, said Mortgage being recorded on September 9, 1977 in Book 126, Page 743 of the records of the Recorder of Madison County, Iowa, said Mortgage conveying unto Knutson as well as other real property, the following described real property:

The East 165 feet of the South 414 feet of the Northeast Quarter (N.E. 1/4) of the Northeast Quarter (N.E. 1/4) of Section Nine (9), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa

WHEREAS, on the 29th of June, 1990, Thomas Young conveyed unto Stephen D. Hardy and Evelyn K. Hardy ("Hardy") an Easement recorded July 5, 1990 in Book 127 at Page 299 of the records of the Recorder of Madison County, Iowa, which Easement was for the purpose of ingress and egress for all utility purposes, including water, gas and electricity to and from the adjacent land owned by Hardy.

WHEREAS, there is a foreclosure action pending by Knutson Mortgage Corporation against the Youngs and affecting the Easement granted from Thomas Young to Hardy; and

WHEREAS, Hardy desires to have Knutson consent to the aforementioned Easement solely as to the existing below-ground electric utility line running from a utility pole on the property which is the subject of the mortgage to a building on the adjacent land owned by Hardy.

Knutson hereby consents to said Easement for the limited purpose of ingress and egress to maintain and repair, if necessary, the existing below-ground electric utility line which commences at a utility pole on and runs across the property which is the subject of its mortgage approximately 75 feet and services a building located on the adjacent property owned by Hardy. In all other respects Knutson does not consent to said Easement. Said Consent is subject to the following:

a. The utility connection is metered and all charges for electricity used by Hardy is paid by Hardy.

b. In the event the building on the property owned by Hardy and which is serviced by the electric utility line is razed, abandoned, or is destroyed and not rebuilt within a reasonable time, the easement will cease.

c. In the event of any repair or maintenance of the below-ground electric utility line, Hardy will restore the above described property to its condition prior to the repair and maintenance work.

KNUTSON MORTGAGE CORPORATION

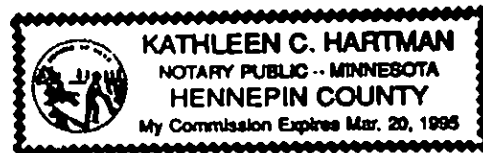
[Handwritten Signature]

By: Thomas P. Farrell
Its: First Vice President

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 21st day of January, 1991, ~~1990~~, before me, the undersigned, a Notary Public in and for the State of ~~Iowa~~ Minnesota, personally appeared Thomas P. Farrell, to me personally known, who being by me duly sworn, did say that they are the First Vice President of the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Thomas P. Farrell as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

[Handwritten Signature]
NOTARY PUBLIC IN AND FOR THE
STATE OF ~~IOWA~~ Minnesota



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