IND. ___
REC. ___
PAGE ___

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, dated the 7th day of November, 1985, is by and between Farmers & Merchants State Bank, Winterset, Iowa (the "Bank") and Regional Health Outreach Enterprises Corp., (the "Tenant").

WITNESSETH:

WHEREAS, the Bank is the mortgagee under a mortgage (the "Mortgage") covering the real estate described in Exhibit A attached hereto and by this reference incorporated herein granted by Earl G. Rozeboom, an Iowa individual (the "Landlord") and recorded in Book 144, at Page 367 of the records of the Madison County Recorder; and

WHEREAS, the Landlord has entered into a certain Lease dated November 7th, 1985 (the "Lease") with the Tenant covering the real estate described in Exhibit A; and

WHEREAS, in order to induce the Tenant to enter into the Lease with the Landlord, and as a condition subsequent to entering into the Lease with the Landlord, the Landlord desires the Bank to enter into this Non-Disturbance and Attornment Agreement with the Tenant to assure the Tenant of continued occupancy of the leased premises under the terms of the Lease in the case of a default by Landlord on its obligations secured by the aforesaid Mortgage; and

WHEREAS, the Bank wishes to induce the Tenant to remain a current Tenant under the Lease, but desires to be assured of the Tenant's continued occupancy of the leased premises under the terms of the Lease in the event the Landlord is replaced by the Bank or its assigns or other purchaser at foreclosure sale upon foreclosure of the Mortgage;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. In the event it should become necessary to foreclose the Mortgage, the Bank will not join the Tenant in foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease.

2. In the event that the Bank shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Bank agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant shall, from and after such event, have the same remedies against the Bank for the breach of an agreement contained in the Lease that the Tenant might have had under the Lease against the Landlord if the Bank had not succeeded to the interest of the Landlord.

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Compared

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Fee $20.00

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

3. In the event that the Bank shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Tenant agrees to attorn to and recognize the Bank as Tenant's landlord under the Lease and shall promptly execute and deliver any instrument that the Bank may request to evidence such attornment. Upon such attornment, the Lease shall continue in full force and effect as, or as if it were, a direct lease between the Bank and the Tenant upon all of the terms, conditions and covenants as are set forth in the Lease and shall be applicable after such attornment.

4. The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

FARMERS & MERCHANTS STATE BANK, Winterset, Iowa

By _____
James W. Mease, President

ATTEST:

_____
Title

(SEAL)

REGIONAL HEALTH OUTREACH ENTERPRISES CORP.

By _____
Karl B. Gills, President

STATE OF IOWA)
) ss:
COUNTY OF MADISON)

On this 7th day of November, 1985, before me, 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 Farmers & Merchants State Bank, which executed the foregoing instrument; that the seal affixed thereto is the seal of said banking association; that said instrument was signed and sealed by them as such officers of and on behalf of said banking association by authority of its Board of Directors; and the said President and _____ acknowledge the execution of said instrument to be the free and voluntary act and deed of said banking association by it and by them freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of November, 1985.

Sue L. Seitz
Notary Public in and for
the State of Iowa

(SEAL)

SUE L. SEITZ
MY COMMISSION EXPIRES
10-1-88

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 7th day of November, 1985, before me, a Notary Public in and for the State of Iowa, personally appeared Karl B. Gills, to me personally known, who being by me duly sworn did say that he is the President of Regional Health Outreach Enterprises Corp., the corporation described in and which executed the foregoing instrument; that no corporate seal has been procured; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and the said President, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of November, 1985.

Sue L. Seitz
Notary Public in and for
the State of Iowa

(SEAL)

SUE L. SEITZ
MY COMMISSION EXPIRES
10-1-88

EXHIBIT A
Description of Real Estate

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN WINTERSET, MADISON COUNTY, IOWA, TO-WIT:

The East Thirty-Three (33) feet of Lot Six (6) in Block Eighteen (18) of the Original Town of Winterset, Madison County, Iowa.