03-36-1911

IND. ✓
REC ✓
PAGE ✓

SECURED PARTY WAIVER OF LIEN

FOR VALUABLE CONSIDERATION, the undersigned Union State Bank, BEING THE Secured Party under a security agreement covering certain personal property located at _____, City of Truro, County of Madison, State of Iowa, to wit:

See Attached Exhibit "B"

now held by Rick and Connie Fenimore, either as debtor or as the case may be (hereinafter referred to as Lessee) do _____ hereby, on behalf of the undersigned and the heirs, executors, administrators, successors and assigns of the undersigned, (hereinafter collectively referred to as Secured Party) covenant and agree with LeaseAmerica Corporation, its successors and assigns (hereinafter referred to as LeaseAmerica) that Lease-America may deliver to said Lessee and install on said premises the equipment covered by or described in a certain Lease Agreement dated _____, 19____, to wit:

20 Mirhaut Farrowing Huts W/ Heated Floors
6 Mirhaut Nursery Huts W/ Heated Floors
6 Nursery Feeders
26 Heated Drinkers

to be made and entered into by said Lessee with LeaseAmerica, including any written orders applicable thereto, and that, as between the undersigned and LeaseAmerica and their successors and assigns, said equipment shall be deemed personal property no matter in what manner or degree attached to said premises and none of said equipment shall be subject to the lien of said Security Agreement or liable for any lien, right or claim which the undersigned may now have, or which may hereafter accrue to the undersigned, or any of them, as Secured Party; and furthermore, that in the event LeaseAmerica, or its successors or assigns, shall at any time exercise its or their right or power under said Lease Agreement to take possession of and/or to remove said equipment, then the undersigned will not hinder the same, or object thereto or interfere therewith, and the undersigned hereby consents to such taking of possession and/or removal of said equipment regardless of the manner or degree of their attachment to the premises or the improvements thereon, and consents to the entry upon said premises for such purposes, without notice or demand, and, also waives against LeaseAmerica and its successors and assigns any and all claims as a Secured Party by reason of the taking possession of and/or removing said equipment.

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1982 SEP 28 AM 10: 11
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00

(Signatures And Jurat On Reverse)

WITNESS the hand(s) and seal(s) of the undersigned this _____ day of _____, 19_____.

Union State Bank
(Name of Secured Party)

Signed, Sealed and
Delivered in the Presence of:

BY D. Lonning V.P.
(Title)

(No Seal)

BY _____
(Title)

201 West Court
(Address)

Winterset (City) Madison (County) Iowa (State)

STATE OF Iowa)
SS
COUNTY OF Madison)

Before me, a Notary Public, in and for said county and state, this 15th day of September, 1982, personally appeared Union State Bank
(if a corporation, complete the following) a corporation, by D. L. Lonning, to me well known and acknowledged the foregoing instrument as Pres free act and deed.

Witness my hand and seal.

Letty J. Rhoads
Notary Public in and for the State of Iowa
My Commission expires 9-30, 1982

SEAL

LETTY J. RHOADS
MY COMMISSION EXPIRES
September 30, 1982

EXHIBIT "B"

Tract of land, commence 1100 feet, east of the west quarter corner of section 14 in township 74, north range 26, west of the fifth pm, Madison County, Iowa. Fence continuing east 113 feet, continuing fence north 03 degrees, 22 feet east, 330 feet fence south, 89 degrees, 57 feet, west 705 feet fence wouth 04 degrees 45 feet west 330 feet to the point of beginning containing 5.357 acres.