STATE OF IOWA, MADISON COUNTY, ss. Compared

Inst. No. 1678 Filed for Record this 22 day of April 19 83 at 8:25 A.M.
Book 34 Page 507 Recording Fee 6.00 Mary E. Welty, Recorder, By _____ Deputy

M Welty

IND. Y
REC. Y
PAGE Y

NOTICE AGREEMENT

Date: April 20, 1983

In consideration of a loan to be made or insured by the United States of America, acting by and through the Administrator of the Farmers Home Administration (hereinafter referred to as the "Government"), pursuant to the Consolidated Farmers Home Administration Act of 1961 (7 U.S.C. 1921), or Title V of the Housing Act of 1949 (42 U.S.C. 1471), to Ba-Dor Enterprises, Inc. and others (hereinafter referred to as the "Borrowers"), which loan is to be secured wholly or partly by a real estate mortgage granted by the borrower to the Government on the following described real estate in the County of Madison, State of Iowa, and in the County of Clarke, State of Iowa, to wit:

From the point at the Southeast Corner of Section Twenty-Five (25), Township Seventy-Four (74) North, Range Twenty-Seven (27), West of the 5th P.M., Madison County, Iowa, North Two Hundred Forty-Five (245) feet, then West Two Hundred Forty-Five (245) feet, then South Two Hundred Forty-Five (245) feet, and then East Two Hundred Forty-Five (245) feet to the point of beginning, all in Section Twenty-Five (25), Township Seventy-Four (74) North, Range Twenty-Seven (27), West of the 5th P.M., Madison County, Iowa,

and

Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-Five (25), except from the point at the Southeast Corner of Section Twenty-Five (25), Township Seventy-Four (74) North, Range Twenty-Seven (27), West of the 5th P.M., Madison County, Iowa, North Two Hundred Forty-Five (245) feet, then West Two Hundred Forty-Five (245) feet, then South Two Hundred Forty-Five (245) feet, and then East Two Hundred Forty-Five (245) feet to the point of beginning, all in Section Twenty-Five (25), Township Seventy-Four (74) North, Range Twenty-Seven (27), West of the 5th P.M., Madison County, Iowa,

and

East Thirty (30) acres of the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-Five (25), Township Seventy-Four (74) North, Range Twenty-Seven (27) West of the 5th P.M., Madison County, Iowa,

and

The Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}$ $SE\frac{1}{4}$) of Section Six (6), and the West One-half of the Northeast Quarter ($W\frac{1}{2}$ $NE\frac{1}{4}$) and the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}$ $NE\frac{1}{4}$), and the North One-fourth of the Northwest Quarter of the Southeast Quarter ($N\frac{1}{4}$ $NW\frac{1}{4}$ $SE\frac{1}{4}$), and the Northeast Quarter of the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}$ $NE\frac{1}{4}$ $SW\frac{1}{4}$), and a tract commencing at the Southeast corner of the Northwest Quarter ($NW\frac{1}{4}$), running thence North Fifty-one (51) rods, thence West Forty-seven (47) rods, thence South Fifty-one (51) rods, thence East Forty-seven (47) rods to the Place of Beginning, in Section Seven (7); all in Township Seventy-three

(73) North, Range Twenty-six (26) West of the 5th P.M., Clarke County, Iowa,

and

The Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}$ $SE\frac{1}{4}$) and the fractional North One-half of the Southwest Quarter ($N\frac{1}{2}$ $SW\frac{1}{4}$) Section Thirty-One (31), Township Seventy-Four (74) North, Range Twenty-Six (26) West of the 5th P.M., Madison County, Iowa.

The undersigned for themselves, their heirs, executors, administrators, and assigns, hereby agree that in the event the borrower shall make a default under his contract with the undersigned for the purchase of the above-described real estate, dated April 20, 1983, and recorded in Book No. 116 on Page 611 in Madison County, Iowa, and in Book No. ____ on Page No. ____ in Clarke County, Iowa, the undersigned shall, at least 90 days prior to the exercise of their right of cancellation of said contract, give written notice by certified mail, to the Government, at the Office of the Iowa State Director of the Farmers Home Administration, Des Moines, Iowa, informing the Government of said default and of their intention to cancel said contract not less than 90 days thereafter, unless said default is removed prior to said date. It is also hereby agreed that in this event or in the event the Government exercises its right of foreclosure, the Government may pay in full the amount still due on said contract.

Signed:

Carl E. Beeler

Carl E. Beeler

Dorothy L. Beeler

Dorothy L. Beeler

ACKNOWLEDGMENT

STATE OF IOWA :
:ss
MADISON COUNTY:

On this 20th day of April, 1983, before me, a Notary Public in and for said county, personally appeared Carl E. Beeler and Dorothy L. Beeler, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

G. Stephen Walters

G. Stephen Walters, Notary Public in and for the State of Iowa