| IOWA FORM-44 JANUARY 1972 | CONSENT AND DISCLAIMER AGREEMENT FARM STORAGE STRUCTURE AND/OR DRYING EQUIPMENT LOAN | State | County | Serial No. |
|---|---|---|---|---|
| | | 19 | 121 | #5128 |

Name and address of borrower:
Gregory G. Newell
7808 Luin Lane
Des Moines, Iowa 50322

WHEREAS, Gregory G. Newell, herein called borrower, has applied to Commodity Credit Corporation for a loan of Four Thousand Two Hundred Fifty Four Dollars & Ninety Cents Dollars ($4254.90) under the Farm Storage and Drying Equipment Loans Program to purchase, construct, erect, or install the following described storage structure(s) and/or drying equipment:

One (1) 9468 bu. bin, ladders & bin level, one drying floor, concrete blocks, dryer transition, entrance collar, thermostat & humidistat. Setup

To be affixed to or located upon the following described real property to wit:

SW¼ of the SE¼ of Section 28, Douglas Twp.

WHEREAS the undersigned, herein called the subordinator(s), has (have) an interest in the above described real estate.

Now, therefore, to induce Commodity Credit Corporation to make said loan or to grant any renewal or extension thereof, and for other valuable considerations the subordinator(s) agree that said equipment shall remain severed from said real estate, and shall even if attached to the realty, retain its personal character and shall not become fixtures or part of the real estate, and the subordinator(s) consent(s) to all present and future security interest of Commodity Credit Corporation in the equipment described above and consents to the enforcement of such security interests including removal of such property, and hereby subordinates all of my (our) interest(s) and rights of any kind, which subordinator(s) may now have or hereafter acquire in said equipment to such security interest of Commodity Credit Corporation.

This agreement shall bind and inure to the benefit of Commodity Credit Corporation and subordinator(s), and their representatives, successors, assigns, heirs, and personal representatives of each. The covenants and agreements herein constitute covenants running with the land.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 16th day of December, 1972.

Martha Brownlie Hauser
Martha Brownlie Hauser, Trustee for John Brownlie Heirs under Agreement dated October 21, 1971.
(Subordinator(s))

ACKNOWLEDGMENT

State of Iowa } ss
County of MADISON }

On this 16th day of December, 1972, before me personally appeared Martha Brownlie Hauser to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledge that she executed the same as her free act and deed as such trustee.

PEGGY ANDERSON NOTARIAL SEAL Iowa

Peggy Anderson
(Notary Public) Peggy Anderson

My commission expires on the 30th day of September, 1973.

Gregory G. Newell Marion B. Newell
(Borrower)

ACKNOWLEDGMENT

State of Iowa } ss
County of Madison }

On this 26 day of Dec, 1972 before me personally appeared Gregory G. Newell & Marion B. Newell to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledge that he (they) executed the same as his (their) free act and deed.

Leo F. King
(Notary Public)

My commission expires on the 30 day of Sept, 1973

LEO F. KING NOTARIAL SEAL

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COMPARED 1818

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee $2.50

COMMODITY CREDIT CORPORATION
By
County ASCS Office

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For Release of Agreement see Misc. Rec. 33-212