6829c

IOWA FORM-44 JANUARY 1972	CONSENT AND DISCLAIMER AGREEMENT FARM STORAGE STRUCTURE AND/OR DRYING EQUIPMENT LOAN	State	County	Serial No.
		19	121	#5148

Name and address of borrower:

Johnnie Lathrum
St. Charles, Ia.

WHEREAS, Johnnie Lathrum, herein called borrower, has applied to Commodity Credit Corporation for a loan of Four Thousand Two Hundred Seventy Seven dollars and Eighty Four cents Dollars ($ 4277.84) 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 6000 bu. bin, unloader and labor, concrete for flo

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1973 JAN 31 PM 3:07
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

1 pg Free
$2.50

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

M SW¼ of the SE¼ of Section 15, South 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 18th day of January, 19 73.

BANKERS LIFE COMPANY

E. E. McAnelly, Vice President

~~Subordinator(s)~~

H. A. Hecht, Asst. Mtg. Secy.

ACKNOWLEDGMENT

State of Iowa }
County of POLK } ss

On this 18th day of January, 19 73 before me personally appeared E. E. McAnelly and H. A. Hecht 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 h___ (their) free act and deed.

Carla R. Grennicke
(Notary Public)

My commission expires on the 30th day of Sept, 1972.

Johnnie Lathrum
(Borrower)

ACKNOWLEDGMENT

State of Iowa }
County of Madison } ss

On this 31 day of Jan, 19 73, before me personally appeared Johnnie Lathrum 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 h___ (their) free act and deed.

Leo F. King
(Notary Public)

My commission expires on the 30 day of Sept, 1974.

COMMODITY CREDIT CORPORATION

By Leo F. King

~~County~~ ASCS Office

Johnnie Lathrum
1-15-73

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