IOWA FORM-44 JANUARY 1972	CONSENT AND DISCLAIMER AGREEMENT FARM STORAGE STRUCTURE AND/OR DRYING EQUIPMENT LOAN	State Iowa	County Madison	Serial No. 19-121-#5125

Name and address of borrower:
Wilbur Carter
Dexter, Iowa 50070

WHEREAS, Wilbur Carter, herein called borrower, has applied to Commodity Credit Corporation for a loan of Two Thousand Five Hundred Forty Eight Dollars and Fifty Eight Cents Dollars ($ 2548.58) 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) 24x16 grain bin, 5860 bu. plenium ring, aeration system, 12" fan 3/4 hp mtr., 2 ladders, concrete hopper, under bin tube, unloading auger, concrete, sand re-rod, wire, paper, labor

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

~~SE¼ of the SW¼ of Section 9~~

SE¼ of the SW¼ of Section 9, Jackson 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 26th day of September, 1972.

Cliff DeVault

Bess De Vault

(Subordinator(s))

ACKNOWLEDGMENT

State of Iowa }
County of Madison } ss

On this 26th day of September, 1972, before me personally appeared Cliff Devault and Bess De Vault 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.

H. Claude Peer
(H. Claude Peer) (Notary Public)

My commission expires on the 30th day of September, 1976.

Wilbur Carter
(Borrower)

ACKNOWLEDGMENT

State of Iowa }
County of Madison } ss

On this 26th day of September, 1972 before me personally appeared Wilbur Carter, 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.

H. Claude Peer
(H. Claude Peer) (Notary Public)

My commission expires on the 30th day of September, 1976

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COMPARED
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee # 2.50 I.M.M.

COMMODITY CREDIT CORPORATION
By Leo F. Kuna
Madison County ASCS Office

for Release
Misc Rec