| IOWA FORM-44 JANUARY 1972 | CONSENT AND DISCLAIMER AGREEMENT FARM STORAGE STRUCTURE AND/OR DRYING EQUIPMENT LOAN | State | County | Serial No. |
|---|---|---|---|---|
| | | Iowa | Madison | 19-121-#5090 |

Name and address of borrower:
Warren Kirkland
Macksburg, Iowa 50155

WHEREAS, Warren Kirkland, herein called borrower, has applied to Commodity Credit Corporation for a loan of Three Thousand Six Hundred Seventy Seven and Ninety-Eight cents Dollars ($ 3677.98) 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) 6990 bu. bin, equipment, erection, drying fan & heater, 2 hp electric dry proof mtr.

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

SE¼ of SW¼ Section 29 Grand River 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 7th day of September, 1972.

Verlie Garrett

(Subordinator(s))

IND. ✓
REC. ✓
PAGE ✓

ACKNOWLEDGMENT

State of Iowa }
County of Madison } ss

On this 7th day of September, 1972, before me personally appeared Verlie Garrett, 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 her (their) free act and deed.

Earl Whitworth
(Notary Public)

My commission expires on the 30th day of September, 1975.

Warren Kirkland
(Borrower)

ACKNOWLEDGMENT

State of Iowa }
County of Madison } ss

On this 7th day of September, 1972, before me personally appeared Warren Kirkland, 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.

EARL WHITWORTH Iowa NOTARIAL SEAL

Earl Whitworth
(Notary Public)

My commission expires on the 30th day of September, 1975.

COMMODITY CREDIT CORPORATION

By [signature]
Madison County ASCS Office

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