Loan 7 021 381

IOWA FORM-44 JANUARY 1972	CONSENT AND DISCLAIMER AGREEMENT FARM STORAGE STRUCTURE AND/OR DRYING EQUIPMENT LOAN	State 19	County 121	Serial No. #5067

Name and address of borrower:
Jerry Boyle
Dexter, Iowa 50070

WHEREAS, Jerry Boyle, herein called borrower, has applied to Commodity Credit Corporation for a loan of Four Thousand Nine Hundred Fifty Seven dollars and Fifty-Two Cents Dollars ($ 4957.52) 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) 7100 bu. bin, perforated 26" propane heater, dry floor, steel substructure drier, transition, spreader, thermostat, ladders, 4 way sukup, concrete foundation labor & erection, 12hp fan with starter

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

NE¼ of the SE¼ of Section 20 Penn 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 2nd day of October, 19 72.

COMPARED

This consent is with the provision that the Seller or its assigns will remove the equipment within 6 months, should this mortgagee or its assigns acquire title to the real estate on which the personality is located.

[redacted] Fee #2.50 I.M.M. 1438

(Subordinator(s))

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1 pg
1972 OCT 12 PM 4:29
MARY E. WELTY
RECORDER
MARION COUNTY, IOWA

ACKNOWLEDGMENT

State of ~~Iowa~~ NEBRASKA)
County of DOUGLAS) ss

On this 2nd day of October, 19 72, before me personally appeared [redacted] 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[redacted] (their) free act and deed.

CAROLE M. KLEBANOFF
GENERAL NOTARY
COMMISSION EXPIRES
SEPT. 14, 1975
STATE OF NEBRASKA

(Notary Public)

My commission expires on the 14th day of September, 19 75.

Jerald M. Boyle
(Borrower)

ACKNOWLEDGMENT

State of Iowa)
County of Marion) ss

On this 12 day of Oct, 19 72, before me personally appeared Jerald M Boyle 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[redacted] (their) free act and deed.

(Notary Public)

My commission expires on the 30 day of Sept, 19 74

COMMODITY CREDIT CORPORATION

By [redacted]

Marion County ASCS Office

For Release of Annexed Lien See Misc. Record 37 Page 342