Loan 7 103 442

IOWA FORM-44 JANUARY 1972	CONSENT AND DISCLAIMER AGREEMENT FARM STORAGE STRUCTURE AND/OR DRYING EQUIPMENT LOAN	State	County	Serial No.
		19	121	#5049

Name and address of borrower:

Robert Boyle
Dexter, Iowa 50070

WHEREAS, Robert Boyle, herein called borrower, has applied to Commodity Credit Corporation for a loan of Four Thousand One Hundred Ninety Six dollars and Twenty-Eight cents Dollars ($ 4196.28) 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) 10,000 bu. bin & drying equipment & labor

FILED NO. 1577
BOOK 29 PAGE 793

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

1972 NOV -3 PM 1:09

Fee #2.50

I.M.M. MARY E. WELTY RECORDER MADISON COUNTY, IOWA

SW¼ of the SW¼ of Section 29 77 76-29

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.

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.

M. R. Freed
(Subordinator(s))

ACKNOWLEDGMENT

State of Iowa, NEBRASKA)
County of DOUGLAS) ss

GENERAL NOTARY CAROL M. KLEBSATTEL COMMISSION EXPIRES SEPT. 14, 1975 STATE OF NEBRASKA

On this 2nd day of October, 19 72, before me personally appeared M. R. Freed, 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.

Carol M. Klebsattel
(Notary Public)

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

Robert L. Boyle
(Borrower)

ACKNOWLEDGMENT

State of Iowa, Madison) ss
County of)

On this 25 day of Oct, 19 72 before me personally appeared Robert L 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__ (their) free act and deed.

Leo F. King
(Notary Public)

My commission expires on the 30 day of Oct, 19 72

COMMODITY CREDIT CORPORATION

By Leo F. King
Madison County ASCS Office