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-#5041

Name and address of borrower:
Charles Berry
Winterset, Iowa

WHEREAS, Charles Berry, herein called borrower, has applied to Commodity Credit Corporation for a loan of Four Thousand Four Hundred Eighty Eight dollars and Seventy Five Cents Dollars ($ 4488.75) 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) 6500 bu. bin, plus dryer & equipment

FILED NO. 1483
BOOK 29 PAGE 780
1972 OCT 20 PM 3:34 1 pg
MARY E. WELTY Fee 2.50
RECORDER
MADISON COUNTY, IOWA

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

SE¼ of the NW¼ of Section 15 74-26

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 16 day of Oct, 1972.

Thelma M. Berry
(Subordinator(s))

ACKNOWLEDGMENT

State of Iowa }
County of Madison } ss

On this 16 day of Oct, 1972, before me personally appeared Thelma M Berry 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 16 day of Oct, 1972

Charles C Berry
(Borrower)

ACKNOWLEDGMENT

State of Iowa }
County of Madison } ss

On this 16 day of Oct, 1972 before me personally appeared Charles C Berry 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, 1976

COMMODITY CREDIT CORPORATION

By Leo F. King
Madison County ASCS Office

For Release See Misc. Record 31-14