

IOWA FORM 44  
FEBRUARY 1975CONSENT AND DISCATHETER AGREEMENT  
FARM STORAGE STRUCTURE AND/OR  
DRYING EQUIPMENT LOAN

STATE

COUNTY

SERIAL NO.

Iowa

Madison

19-121-8012

Name and address of borrower:

Willis Smith, Earlham, Iowa 50072

WHEREAS, Willis Smith and Donna L. Smith ofEarlham County of Madison

have applied to Commodity Credit Corporation (hereinafter called "secured party"), for a loan and have agreed to give the secured party a security interest in the following described fixture(s):

One Montgomery Ward 9030 bu. capacity drier ~~bin~~ bin, spreader, Stirway, unloading auger, sweep auger, which fixture(s) is (are) affixed or is (are) to be affixed to the following described real estate:NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 13, Twp 77, Range 29all in the County of Madison, State of Iowa.

NOW, THEREFORE, in consideration of the making of such loan by the secured party, the undersigned parties hereby (1) consent that the debtor(s) may grant to the secured party a security interest in said fixture(s) under the Uniform Commercial Code, (2) disclaim any interest in the said fixture(s), and (3) agree that upon default of the debtor(s), the secured party may (a) take possession of and remove said fixture(s) without notice to the undersigned parties and without liability to them for the cost of repair of any physical injury to or diminution of value of the real estate, and (b) enforce its security interest against said fixture(s) as personally.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this instrument on this 6th day of January, 1976.

(IF A CORPORATION) (SEAL)

Name of Corporate (Mortgagee) (Owner)\*

By

Duly Authorized Officer

Individual (Mortgagee) (Owner)\*

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FILED NO. 1975  
BOOK 84  
1976 JAN 22 PM 2:56MARY E. WELTY  
RECORDER

MADISON COUNTY, IOWA

JUL 3 1976

STATE OF IOWA

COUNTY OF

~~XXXX~~ MadisonOn this 6th day of January, 1976, before me personally appeared Frank J. Wilsonto me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he (they) executed the same as his (their) free act and deed.

(SEAL)

My commission expires Sept. 30, 1976

ACKNOWLEDGEMENT FOR A CORPORATION

STATE OF IOWA

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned notary public in and for said county, personally

appeared \_\_\_\_\_ (Name) \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Corporation), who is personally known

to me and personally known to be such \_\_\_\_\_ (Title) and the same person who executed the within and foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act of said corporation.

(SEAL)

(Notary Public)

My commission expires \_\_\_\_\_

ACKNOWLEDGEMENT FOR AGENT OF COMMODITY CREDIT CORPORATION

STATE OF IOWA

COUNTY OF

On this 6th day of January, 1976, before me, the undersigned notary public in and for said county, personallyappeared Jim D. Book (Name) County Executive Director (Title) forMadison (County)ASC County Committee, who is personally known to be such County Executive Dir. (Title)

and the same person who executed the within and foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act of Commodity Credit Corporation.

(SEAL)

(Notary Public)

My commission expires Sept. 30, 1976for Discharge of Consent  
See memo pgs 33-38