

Deed Record, No. 93, Madison County, Iowa

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|                      |        |                                     |
|----------------------|--------|-------------------------------------|
| Earl E. Young & wife | #1973  | Filed for record the 12 day of June |
| To                   |        | A. D. 1963 at 3:40 o'clock P. M.    |
| Madison County, Iowa | No Fee | Mary E. Welty, Recorder             |
|                      |        | Shirley G. Henry, Deputy            |

EASEMENT FOR PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS: That Earl E. Young and Vera G. Young, husband and wife of Madison County, State of Iowa in consideration of the sum of One Hundred Twenty-three and 83/100 Dollars in hand paid by Madison County, Iowa, do hereby sell and convey unto the said Madison County, for road purposes and for use as a Public Highway, the following described premises situated in the County of Madison, State of Iowa, to-wit:

Beginning at a point 1314.0 feet north of the SE corner of Section 13 T76N R29 W of the 5th P.M.; thence west 50.0 feet; thence north 1321.4 feet; thence N0°01'E 1318.1 feet; thence S89°59'E 50.0 feet; thence S0°01'W 1318.1 feet; thence south 1321.4 feet to the point of beginning and containing 0.61 acres, more or less, exclusive of the present highway. Note: the east line of the SE¼ Section 13 T76N R29 W is assumed to bear due north.

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and we hereby covenant with the said Madison County that we are lawfully seized of said premises; that they are free from incumbrance except for real estate mortgage to Farmers Home Administration Recorded 7-26-58 Book 106 Page 351 that we have good and lawful authority to sell and convey the same, and we do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever and the said Vera G. Young hereby relinquishes her right of dower in and to the premises hereinbefore conveyed.

Signed this 12th day of June, A.D. 1963.

Earl E. Young  
Earl E. Young  
Vera G. Young  
Vera G. Young

STATE OF IOWA, MADISON COUNTY, SS.

On this 12th day of June A.D. 1963, before me George S. Buck a Notary Public in and for said County, personally appeared Earl E. Young and Vera G. Young to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

George S. Buck Notary Public  
in and for said County.

SUBORDINATION AGREEMENT AND CONSENT

KNOW ALL MEN BY THESE PRESENTS: That, the United States of America, Trustee, acting by and through the Administrator of the Farmers Home Administration, United States Department of Agriculture (herein called the "Mortgagee"), as owner and holder of the following real estate mortgage(s) (herein called the "Mortgage"), made and executed by Earl E. Young and Vera G. Young, his wife (herein called the "Mortgagor"), of the County of Madison State of Iowa, recorded in the mortgage records of Madison County, Iowa;

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in consideration of the sum of - - Dollars (\$ - -) and of all rents, royalties, bonuses, penalties, damages, delay rentals and other income which now or hereafter become owing to the Mortgagor under the terms of the instrument hereinafter mentioned, does hereby subordinate its rights under the Mortgage to the rights created by the following described instrument:

Easement for Public Highway from Mortgagor to Madison County, Iowa (herein called the "third party"), dated June 12, 1963, and recorded June 12, 1963, in Book 93, Page 125, in the Office of the Recorder of Madison County, Iowa.

Pursuant to the terms of the Mortgage, the Mortgagee does hereby grant its consent to the execution and delivery of said instrument, provided that the consideration for said instrument and this Subordination Agreement shall be paid to the Mortgagee, or to such other person as may be designated by the Mortgagee, and provided that, in the event of breach by the third party or his assigns of any of the terms, conditions, stipulations, or covenants contained in said instrument or in this Subordination Agreement, the Mortgagee may declare this Subordination Agreement null and void and of no further force and effect, in which event, all of the payments theretofore received by the Mortgagee shall be held and applied as provided above, and the rights of all parties in and to the premises shall be the same as though this Subordination Agreement had never been executed.

This Subordination Agreement shall remain in full force and effect, unless sooner terminated as herein provided, until the rights of the Mortgagee in and to the lands described in the Mortgage shall have been released of record and the third party notified thereof; or until the rights of the third party shall have been released of record and the Mortgagee notified thereof, in either of which events this Subordination Agreement shall terminate and be of no further effect and force.

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It is expressly understood that this Subordination Agreement and Consent shall not affect the lien of the Mortgage other than as indicated herein, nor shall it affect or modify the obligations secured by the Mortgage, and said obligations shall continue in force and effect until fully paid, satisfied, and discharged.

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom.

This Subordination Agreement is executed and delivered pursuant to authority vested in the County Supervisors and the State Directors of the Farmers Home Administration, United States Department of Agriculture, by the delegation set forth in the Federal Register at 24 F.R. 2103 and 6 C.F.R. 372.3. The contents of the Federal Register and the Code of Federal Regulations are subject to judicial notice under Section 7 of the Federal Register Act (44 U.S.C. 307, 311).

IN WITNESS WHEREOF, the United States of America has caused these presents to be signed the 10th day of June, 1963.

UNITED STATES OF AMERICA, Trustee  
By Gene L. Hoffman  
Gene L. Hoffman, State Director  
Farmers Home Administration  
U.S. Department of Agriculture  
Des Moines, Iowa

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF POLK ) SS.

I, Vera C. Marshall, a Notary Public in and for the said County and State, hereby certify that on this 10th day of June, 1963, before me personally appeared Gene L. Hoffman to me well known to be the Iowa State Director of the Farmers Home Administration, United States Department of Agriculture, and acknowledged that he executed the foregoing instrument as the free act and deed of the United States of America, pursuant to authority duly conferred upon him for the uses and purposes therein set forth.

Witness my hand and seal this 10th day of June, 1963.

NOTARIAL  
SEAL

Vera C. Marshall Notary Public  
My commission expires 7-4-63