

Deed Record, No. 93, Madison County, Iowa

Robert A. Witt & wife	#2968	Filed for record the 21 day of October
To		A. D. 1964 at 3:02 o'clock P. M.
	No Fee	
Madison County, Iowa		Mary E. Welty, Recorder

EASEMENT FOR PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS: That Robert A. Witt and Maxine L. Witt, husband and wife of Madison County, State of Iowa in consideration of the sum of Eight-Seven and 40/100 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 the S $\frac{1}{4}$ corner of Sec. 7 T74N R29W of the 5th P. M.; thence north 40.0 feet; thence east 1977.0 feet; thence N84°17'E 100.5 feet; thence S84°17'E 100.5 feet; thence east 426.5 feet; thence south 85.0 feet; thence west 901.5 feet; thence N87°08'W 100.12 feet; thence west 315.0 feet; thence north 40.0 feet; thence west 1287.9 feet to the point of beginning and containing 0.76 acres, more or less, exclusive of the present established highway.

Note: the south line of the SE $\frac{1}{4}$ Sec. 7 T74N R29 W is assumed to bear due east.

and we hereby covenant with the said Madison County that we are lawfully seized of said premises; that they are free from incumbrance 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 Maxine L. Witt hereby relinquishes her right of dower in and to the premises hereinbefore conveyed.

Signed this 29 day of July, A.D. 1964.

Robert A. Witt
Robert A. Witt
Maxine L. Witt
Maxine L. Witt

STATE OF IOWA, MADISON COUNTY, SS.

On this 29 day of July A.D. 1964, before me Leo F. King a Notary Public in and for said County, personally appeared Robert A. Witt & Maxine L. Witt 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)

Leo F. King Notary Public
in and for said County.

SUBORDINATION AGREEMENT AND CONSENT

KNOW ALL MEN BY THESE PRESENTS: That, the United States of America 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 Robert A. Witt and Maxine L. Witt, his wife (Herein called the "Mortgagor"), of the County of Madison, State of Iowa, recorded in the mortgage records of Madison County, Iowa:

Date Recorded
November 7, 1962

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in consideration of the sum of Eighty Seven and 40/100 Dollars (\$87.40) and of all rents,

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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 July 29, 1964, filed for record the 21 day of October, 1964, and recorded in Book 93, Page 331, 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 event this Subordination Agreement shall terminate and be of no further effect and force.

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 6 C.F.R. 372.3. The contents of the Federal Register are subject to judicial notice under Section 7 of the Federal Register Act (44 U.S.C. 307, 311).

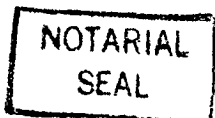
IN WITNESS WHEREOF, THE UNITED STATES OF AMERICA has caused these presents to be signed this the 6th day of October, 1964.

United States of America
By Gene L. Hoffman
Gene L. Hoffman, State Director
Farmers Home Administration
U.S. Department of Agriculture
Des Moines, Iowa

STATE OF IOWA COUNTY OF POLK) SS

I, C. Charlene Long, a Notary Public in and for the said County and State, hereby certify that on this 6th day of October 1964, 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, pursuant to authority duly conferred upon him for the uses and purposes therein set forth.

Witness my hand and seal this 6th day of October, 1964.



C. Charlene Long
C. Charlene Long Notary Public
My commission expires July 4, 1966