

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

## SUBORDINATION AGREEMENT

WHEREAS, the United States of America, acting through the Farmers Home Administration (hereinafter called the Government), is the owner of a real estate mortgage executed by Max McClure and Sarah McClure, husband and wife, and Ethel E. McClure as owners, upon certain real estate situated in the County of Douglas, State of Kansas, given to secure the payment of a promissory note in the amount of Sixteen Thousand and no/100 Dollars (\$16,000.00), which said real estate mortgage is recorded in the records of said County in Book 136 at Page 103

WHEREAS, said real estate mortgage was taken subject and subordinate to a prior real estate mortgage in favor of the Ottawa Production Credit Association in the amount of Twelve Thousand and no/100 Dollars (\$12,000.00), recorded in the records of said County in Book 118 at Page 294; and

WHEREAS, said owners desire to refinance said prior real estate mortgage by a loan secured by a new promissory note in favor of the Ottawa Production Credit Association and said Ottawa Production Credit Association is willing to make such loan, on condition, however, that the real estate mortgage of the Government, above described, is subordinated to such new real estate mortgage; and

WHEREAS, it appears to be to the advantage of the Government and in conformity with the provisions of its loan program to permit said refinancing and to, therefore, subordinate its real estate mortgage to such new real estate mortgage in order to enable the same to be made;

NOW, THEREFORE, for and in consideration of the payment of One and no/100 Dollar (\$1.00) and other valuable consideration and the premises, the real estate mortgage aforesaid of the Government is hereby subordinated to a real estate mortgage to the Ottawa Production Credit Association, in the principal amount of Twelve Thousand and no/100 Dollars (\$12,000.00) which said real estate mortgage to the Ottawa Production Credit Association is dated the 7th day of May, 1964, and is recorded in the records of Douglas County, in Book 137 at Page 312, as to the land covered by said Government real estate mortgage.

PROVIDED, HOWEVER, that nothing herein contained shall operate in any way to release or affect the validity of said Government real estate mortgage as a lien upon the real estate covered thereby, or to affect the priority of said lien, except as herein provided.

No member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise thereupon.

IN WITNESS WHEREOF, the Government has caused this instrument to be signed by its duly authorized officer, pursuant to authority of 6 C.F.R. 372.1 - 372.7, this 17th day of June, 1964.

UNITED STATES OF AMERICA

By George L. Cunningham  
Acting State Director  
Farmers Home Administration  
U. S. Department of Agriculture

## ACKNOWLEDGMENT

STATE OF Kansas )  
COUNTY OF SHAWNEE )

SS. -

On this 17th day of June, 1964, before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared George L. Cunningham, Acting State Director, Farmers Home Administration, United States Department of Agriculture, who is personally known to me and personally known to be such Acting State Director, 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 free act and deed of the United States of America.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(SEAL)

Edith L. Clark  
Notary Public

My commission expires June 27, 1964.