REORDER FROM
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

Only)

UCC-2 (County Only)

STATE OF IOWA UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-2 (rev. 7-1-76)

Use ONLY for recording Fixture, Timber or Mineral security interests in County real estate records, and cross indexing in County UCC records.

INSTRUCTIONS

1. Please type this form.
2. Remove pages 4 and 5 (Debtor and Secured Party copies) and send the first 3 pages with interleaved carbon paper to the filing officer with $3.00 per page. If the space provided for any item is inadequate, the item(s) should be continued on additional sheets. Use of additional sheets or a non-statndard form requires an additional fee of $1.00. The filing officer will return the third copy as evidence of filing as soon as it has been filed and assigned a real estate no.
3. If a security agreement is filed as a financing statement, it must include all information required by UCC 9-402(1) (5). Also submit a complete set of 3 pages of this form which need not be signed, and an additional fee of $1.00.
4. The real estate description must be sufficient to give constructive notice under the real estate mortgage laws of the State of Iowa (UCC 9-402(5)); The name of a record owner of the described real estate must be given.
5. This financing statement shall be filed and recorded in county real estate records under a real estate number. This statement also shall be indexed under a real estate number in the UCC files in a County Recorder's office.

This FINANCING STATEMENT is presented to THE FILING OFFICER for filing for record in the real estate records:

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
U.S. Financial Services, Inc. **P.O. Box 538** **Airport Road** **Eldora, Iowa 50627**	**National Consumer Cooperative Bank** **1401 Eye Street, N.W.** **Suite 700** **Washington, DC 20005**	220-838 DELAWARE COUNTY IOWA FILED '92 SEP 4 PM 2 12 BOOK 116 PAGE 298 RECORDER $105.00 CHG INDEXED CHATTEL MTG. INDEX

Abstract Co/

4 This Financing Statement covers the following types or items of property:

See Real Estate Mortgage attached hereto and incorporated by reference.

5 Name and address of Assignee

6 Check appropriate box(s) The above goods are or are to become fixtures on ☐ The above timber is standing on ☐ The above minerals or the like (including oil and gas) or mineral accounts will be financed at the wellhead or minehead located on ☐ (Describe real estate below. See instruction #4):

The name of a record owner is U.S. FINANCIAL SERVICES, INC.

7 ☐ Products of collateral are covered.

8 _____
Signature of Debtor

_____
Signature of Debtor

_____
Type or Print all names (Iowa Code 335.2)

_____
Type or Print all names (Iowa Code 335.2)

Secured party or other appropriate signature may be substituted for debtor(s) signature only in cases covered by UCC 9-402(2), 9-408 and 11105, and must be identified when substituted.

Form Approved (7-1-76) By: MARY JANE ODELL, Secretary of State.

FILE No. 220-838	FILED FOR RECORD THE 4 DAY OF September, 1992 AT 2:12	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 105.00	O'CLOCK P.M. BOOK 116 PAGE 298	Jane A. Lloyd, Recorder
TRANSFER FEE $		LM CM 31

1. FILING OFFICER COPY—ALPHABETICAL
2. RECORDING PARTY COPY

REAL ESTATE MORTGAGE

THIS REAL ESTATE MORTGAGE (hereinafter referred to as "Mortgage"), is made this 30th day of July, 1992, between U.S. Financial Services, Inc., an Iowa corporation ("Mortgagor"), whose post office address is P.O. Box 538, Airport Road, Eldora, Iowa 50627, and National Consumer Cooperative Bank, a federally chartered banking corporation ("Mortgagee"), whose post office address is 1401 Eye Street, N.W., Washington, D.C. 20005.

WHEREAS, pursuant to a Business Loan/Security Agreement dated as of July 27, 1992, among the Mortgagor, United Suppliers, Inc., an Iowa corporation ("United"), and the Mortgagee (as hereafter amended or supplemented from time to time, the "Loan Agreement"), the Mortgagee has agreed to make a term loan to the Mortgagor and United on the date hereof in the amount of $7,000,000.00 (the "Loan"), and the Mortgagor's obligation to repay the Loan is evidenced by a Secured Promissory Note dated the date hereof in the principal amount of $7,000,000.00, executed and delivered by the Mortgagor and United (as joint and several obligors) to the Mortgagee (as amended, supplemented or restated from time to time, the "1992 Note"); and

WHEREAS, the Loan Agreement contemplates that the Mortgagee may from time to time make additional term loans to the Mortgagor and United (each, an "Additional Loan"), subject to the terms and conditions contained in the Loan Agreement, and that each Additional Loan will be evidenced by a promissory note of the Mortgagor and United (as joint and several obligors) which will be in the amount of the Additional Loan and which will be secured by this Mortgage (each, an "Additional Note");

NOW, THEREFORE, to secure the payment to the Mortgagee, its successors and assigns, of all amounts payable under the Loan Agreement, the 1992 Note and each Additional Note (the 1992 Note and each Additional Note being referred to herein as the "Notes"), plus interest on the Notes at the rate or rates stated in the Notes, the balance of the 1992 Note being due and payable on July 1, 2002, and to secure the payment to the Mortgagee, its successors and assigns, at the times demanded and with interest thereon at the highest rate specified in any of the Notes of all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Premises (as hereinafter defined), in payment of insurance premiums covering improvements thereon, in payment of principal and interest on prior liens, in payment of expenses and attorneys' fees herein provided for and all sums advanced for any other purpose authorized herein (the Loan Agreement, the Notes and all such sums, together with interest thereon, being collectively referred to herein as the "Indebtedness Secured Hereby"), and to secure the performance of all of the covenants and agreements contained in the Loan

NOTICE: This mortgage secures credit in the amount of $12,000,000. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages or liens.

Agreement, the Notes, any extensions, amendments and renewals thereof, and this Mortgage, and in consideration of the sum of $1.00 paid by the Mortgagee to the Mortgagor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor does hereby MORTGAGE, GRANT, BARGAIN, SELL AND CONVEY unto the Mortgagee, its successors and assigns, forever, and GRANTS A SECURITY INTEREST to the Mortgagee, its successors and assigns, in the following properties (all of the following being hereafter collectively referred to as the "Premises"):

A. REAL PROPERTY

All the tracts or parcels of real property lying and being in the Counties of Delaware and Washington, State of Iowa, all as more fully described in Exhibit "A" attached hereto and made a part hereof, together with all the estates and rights in and to the real property and in and to lands lying in streets, alleys and roads adjoining the real property and all buildings, structures, improvements, fixtures, annexations, access rights, easements, rights of way or use, servitudes, licenses, tenements, hereditaments, appurtenances, minerals, mineral rights, water and water rights, now or hereafter belonging or pertaining to the real property; and

B. PERSONAL PROPERTY

All (i) buildings, structures and other improvements now or hereafter belonging or pertaining to the real property, and (ii) all equipment, fixtures, building supplies and materials and other personal property which is now or hereafter attached to, located in or placed in any of such buildings, structures or other improvements, and which is necessary to the use of such buildings, structures or other improvements, including, but without being limited to all machinery, fittings, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, waste disposal, power, refrigeration, ventilation, and fire and sprinkler protection, as well as all elevators, escalators, overhead cranes, hoists and assists, and the like, and all furnishings, supplies, draperies, maintenance and repair equipment, floor coverings, screens, storm windows, blinds, awnings, shrubbery and plants, mixing equipment, hammermills, grinders and measuring equipment, as well as renewals, replacements, proceeds, additions, accessories, increases, parts, fittings and substitutes thereof, together with all interest of the Mortgagor in any such items hereafter acquired, and all products and proceeds thereof, including without limitation all accounts, instruments, chattel paper, other rights to payment, money, insurance proceeds and general intangibles related to the foregoing property, and all refunds of insurance premiums due or to become due under all insurance policies covering the foregoing property, all of which personal property mentioned herein shall be deemed

fixtures and accessory to the freehold and a part of the realty and not severable in whole or in part without material injury to the Premises, but excluding therefrom the trade fixtures, inventory and removable personal property of any tenant or licensee of the Premises; and

C. RENTS, LEASES AND PROFITS

All rents, leases and profits now due or which may hereafter become due under or by virtue of any lease, license, sublease, or agreement, whether written or verbal, for the use or occupancy of the Premises or any part thereof, whether before or after foreclosure or during any redemption period after Sheriff's foreclosure sale (and the Mortgagee hereby shall have the power irrevocably to manage, control and lease the Premises and collect such rents, leases and profits); and

D. JUDGMENTS AND AWARDS

Any and all awards or compensation made by any governmental or other lawful authorities for the taking or damaging by eminent domain of the whole or any part of the Premises, including any awards for a temporary taking, change of grade of streets or taking of access.

CONDITIONED, HOWEVER, that if the Mortgagor shall pay to the Mortgagee all amounts due and payable under the Notes and all other Indebtedness Secured Hereby, and shall perform all other covenants and agreements herein and in the Loan Agreement, this Mortgage will be void and of no further force and effect, but otherwise this Mortgage shall remain in full force and effect.

COVENANTS AND AGREEMENTS

The Mortgagor makes the following warranties, covenants and agreements with the Mortgagee:

1. Title Warranty. The Mortgagor has good title to the Premises in fee simple, free and clear of all liens and encumbrances except as set forth in Exhibit "B" attached hereto and made a part hereof, the Mortgagor has good right to mortgage, sell and convey the Premises, the Mortgagor will forever warrant and defend the Premises against the claims of all persons, and all improvements on the Premises and the Mortgagor's use of the Premises comply and will continue to comply with all applicable building restrictions and codes and all zoning and other ordinances.

2. Payment of Notes. The Mortgagor will duly and punctually pay each and every installment of principal and interest on each of the Notes and all other Indebtedness Secured

Hereby, as and when the same shall become due, and shall duly and punctually perform and observe all of the covenants, agreements and provisions contained herein, in the Notes and in any other instrument given as security for the payment of the Notes.

3. Maintenance of Premises. The Mortgagor will keep and maintain the Premises in good condition, repair and operating condition free from any waste or misuse, and will comply with all requirements of law, municipal ordinances and regulations, restrictions and covenants affecting the Premises and their use, and will promptly repair or restore any buildings, improvements or structures now or hereafter on the Premises which may become damaged or destroyed to their condition prior to any such damage or destruction. The Mortgagor will not, without the prior consent of the Mortgagee, expand any improvements on the Premises, erect any new improvements or make any material alterations in any improvements, unless such expansion, erection or alteration does not adversely affect the market value or the existing operational character of the Premises. The Mortgagor will complete within a reasonable time any buildings now or at any time in the process of erection on the Premises. The Mortgagor will not acquiesce in any rezoning classification, modification or restriction affecting the Premises. The Mortgagor will not vacate or abandon the Premises.

4. Payment of Operating Costs, Liens. The Mortgagor will pay all operating costs and expenses of the Premises; keep the Premises free from mechanics', materialmens' and other liens not expressly subordinated to the lien of this Mortgage (except that the Mortgagor will not be required to pay, discharge or remove any such mechanics' or other similar liens so long as the Mortgagor is in good faith contesting the same or the validity thereof by appropriate legal proceedings in accordance with the provisions of paragraph 5 below relating to the contest of Impositions, as if such liens constituted Impositions); keep the Premises free from levy, execution or attachment, and pay when due all indebtedness which may be secured by mortgage, lien or charge on the Premises superior to or equal to the lien of this Mortgage, and upon request exhibit to the Mortgagee satisfactory evidence of such payment and discharge.

5. Payment of Taxes, Etc. The Mortgagor will pay when due and before any penalty all taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever assessed or charged against or constituting a lien on the

Premises or any interest therein, or the Indebtedness Secured Hereby ("Impositions"); and will upon demand furnish to the Mortgagee proof of the payment of any such Impositions. In the event of a court decree or an enactment after the date hereof by any legislative authority of any law imposing upon a mortgagee the payment of the whole or any part of the Impositions herein required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or a mortgagee's interest in mortgaged premises, so as to impose such Imposition on the Mortgagee or on the interest of the Mortgagee in the Premises, then, in any such event, the Mortgagor shall bear and pay the full amount of such Imposition, provided that if for any reason payment by the Mortgagor of any such Imposition would be unlawful, or if the payment thereof would constitute usury or render the Indebtedness Secured Hereby wholly or partially usurious, the Mortgagee, at its option, may declare the whole sum secured by this Mortgage with interest thereon to be immediately due and payable, without prepayment premium, or the Mortgagee, at its option, may pay that amount or portion of such Impositions as renders the Indebtedness Secured Hereby unlawful or usurious, in which event the Mortgagor shall concurrently therewith pay the remaining lawful and nonusurious portion or balance of said Imposition. The Mortgagor shall not be required to pay, discharge or remove any Impositions, so long as the Mortgagor shall in good faith contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the Imposition so contested and the sale of the Premises, or any part thereof to satisfy the same, provided that the Mortgagor shall, prior to the date such Imposition is due and payable, have given such reasonable security as may be demanded by the Mortgagee to insure such payments and prevent any sale or forfeiture of the Premises by reason of such nonpayment. Any such contest shall be prosecuted with due diligence and the Mortgagor shall promptly after final determination thereof pay the amount of any such Imposition so determined, together with all interest and penalties which may be payable in connection therewith. Notwithstanding the provisions of this Section, the Mortgagor shall (and if the Mortgagor shall fail so to do, the Mortgagee may but shall not be required to) pay any such Imposition notwithstanding such contest if, in the reasonable opinion of the Mortgagee, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed.

6. Proceedings Affecting Premises. The Mortgagor will promptly notify the Mortgagee of and appear in and defend

any suit, action or proceeding that affects the value of the Premises, the Indebtedness Secured Hereby or the rights or interest of the Mortgagee hereunder. The Mortgagee may elect to appear in or defend any such action or proceeding, and the Mortgagor agrees to indemnify and reimburse the Mortgagee from any and all loss, damage, expense or cost arising out of or incurred in connection with any such suit, action or proceeding, including costs of evidence of title and reasonable attorney's fees; provided, however, the Mortgagee may not appear in or defend any such action or proceeding unless an event of default as defined in paragraph 21 hereof has occurred, or the Mortgagor has failed to defend such action or proceeding.

7. Further Assurances. The Mortgagor will upon reasonable request by the Mortgagee execute and deliver such further instruments, financing statements under the Uniform Commercial Code and assurances and do such further acts as may be necessary or proper to carry out more effectively the purposes of this Mortgage and without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the granting clause hereof, or intended so to be. The Mortgagor will pay any recording fees, filing fees, stamp taxes and other charges arising out of or incident to the filing or recording of this Mortgage, such further assurances and instruments and the issuance and delivery of the 1992 Note or any Additional Note.

8. No Sale or Encumbrances. In the event the Mortgagor sells, conveys, transfers, further mortgages or encumbers or disposes of the Premises, or any part thereof, or any interest therein, or agrees so to do, without the written consent of the Mortgagee being first obtained, then at the sole option of the Mortgagee, the Mortgagee may declare the entire Indebtedness Secured Hereby due and payable in full and call for payment of the same in full at once (together then with the prepayment premium, if any, provided for in the Notes at the earliest date on which the Notes could be prepaid). Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

9. Insurance. The Mortgagor shall obtain and keep in full force and effect during the term of this Mortgage at its sole cost and expense, insurance against loss by fire, lightning and risk customarily covered by standard extended coverage endorsement, including the cost of debris removal, together with a vandalism and malicious mischief endorsement, all in the amounts of not less than

the full insurable value or full replacement cost of the improvements on the Premises, whichever is greater, and flood insurance in the maximum obtainable amount unless evidence is provided that the Premises are not within a flood plain as defined by the Federal Insurance Administration. Such insurance policies shall be written on forms and with insurance companies satisfactory to the Mortgagee, shall name as the insured parties the Mortgagor and the Mortgagee as their interests may appear, shall be in amounts sufficient to prevent the Mortgagor from becoming a co-insurer of any loss thereunder, and shall bear a satisfactory mortgagee clause in favor of the Mortgagee, with loss proceeds under any such policies to be made payable to the Mortgagee.

The Mortgagor shall also obtain and keep in full force and effect during the term of this Mortgage comprehensive general public liability insurance covering the legal liability of the Mortgagor against claims for bodily injury, death or property damage occurring on, in or about the Premises in such minimal amounts and with such minimal limits as the Mortgagee may reasonably require, and naming the Mortgagee as an additional insured.

All required policies of insurance or acceptable certificates thereof together with evidence of the payment of current premiums therefor shall be delivered to the Mortgagee. The Mortgagor shall, within thirty (30) days prior to the expiration of any such policy, deliver other original policies or certificates of the insurer evidencing the renewal of such insurance together with evidence of the payment of current premiums therefor. In the event of a foreclosure of this Mortgage or any acquisition of the Premises by the Mortgagee, all such policies and any proceeds payable therefrom, whether payable before or after a foreclosure sale, or during the period of redemption, if any, shall become the absolute property of the Mortgagee to be utilized at its discretion.

In the event of foreclosure or the failure to obtain and keep any required insurance, the Mortgagor empowers the Mortgagee to effect insurance upon the Premises at the Mortgagor's expense and for the benefit of the Mortgagee in the amounts and types aforesaid for a period of time covering the time of redemption from foreclosure sale, and if necessary therefore, to cancel any or all existing insurance policies. The Mortgagor agrees to furnish the Mortgagee copies of all inspection reports and insurance recommendations received by the Mortgagor from any insurer.

10. Uniform Commercial Fixture Financing Statement. This Mortgage shall constitute a security agreement as defined in the Uniform Commercial Code ("Code"), and SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING which is to be filed in the real estate records of each County where any portion of the Premises are situate. The name of the record owner of said real estate is the Mortgagor set forth in page one to this Mortgage. Information concerning the security interest created by this instrument may be obtained from the Mortgagee, as secured party, at its address as set forth in page one of this Mortgage. The name and address of the Mortgagor, as debtor, and the name and address of the Mortgagee, as secured party, are as set forth in page one to this Mortgage. This document covers goods which are or are to become fixtures.

11. Application of Insurance Proceeds. The Mortgagor will give the Mortgagee prompt notice of any damage to or destruction of the Premises and in case of loss covered by policies of insurance the Mortgagee (whether before or after foreclosure sale) is hereby authorized at its option without the consent of the Mortgagor to settle and adjust any claim arising out of such policies and collect and receipt for the proceeds payable therefrom, provided, that the Mortgagor may itself adjust and collect for any losses arising out of a single occurrence aggregating not in excess of $300,000. Any expense incurred by the Mortgagee in the adjustment and collection of insurance proceeds (including the cost of any independent appraisal of the loss or damage on behalf of the Mortgagee) shall be reimbursed to the Mortgagee first out of any proceeds. The proceeds or any part thereof shall be applied to reduction of the Indebtedness Secured Hereby then most remotely to be paid, whether due or not, without the application of any prepayment premium, or to the restoration or repair of the Premises, the choice of application to be solely at the discretion of the Mortgagee.

12. Application of Condemnation Proceeds. The Mortgagor will give the Mortgagee prompt notice of any action, actual or threatened, in condemnation of eminent domain and hereby assigns, transfers, and sets over to the Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Premises taken or damaged under the power of eminent domain or condemnation, the Mortgagee being hereby authorized to intervene in any such action in the name of the Mortgagor and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by the Mortgagee in intervening in such action

or collecting such proceeds shall be reimbursed to the Mortgagee first out of the proceeds. The proceeds or any part thereof shall be applied upon or in reduction of the Indebtedness Secured Hereby then most remotely to be paid, whether due or not, without the application of any prepayment premium, or to the restoration or repair of the Premises, the choice of application to be solely at the discretion of the Mortgagee.

13. Disbursement of Insurance, Condemnation Proceeds. Should any insurance or condemnation proceeds be applied to the restoration or repair of the Premises the restoration or repair shall be done under the supervision of an architect acceptable to the Mortgagee and pursuant to plans and specifications approved by the Mortgagee. In such case the proceeds shall be held by the Mortgagee for such purposes and will from time to time be disbursed by the Mortgagee to defray the costs of such restoration or repair under such safeguards and controls as the Mortgagee may reasonably require to assure completion in accordance with the approved plans and specifications and free of liens or claims. Any surplus which may remain after payment of all costs of restoration or repair may at the option of the Mortgagee be applied on account of the Indebtedness Secured Hereby then most remotely to be paid, whether due or not, without application of any prepayment premium, or shall be returned to the Mortgagor as its interest may appear, the choice of application to be solely at the discretion of the Mortgagee.

14. Performance of Leases. The Mortgagor will, at its own cost and expense, perform, comply with and discharge all of the obligations of the Mortgagor under all leases and agreements for the use of the Premises and use its best efforts to enforce or secure the performance of each obligation and undertaking of the respective tenants under such leases and will appear in and defend, at its own cost and expense, any action or proceeding arising out of or in any manner connected with the Mortgagor's interest in any leases of the Premises. The Mortgagor shall permit no surrender nor assignment of any tenant's interest under said leases unless the right to assign or surrender is expressly reserved under the lease nor anticipate any installment of rent for more than one month in advance of its due date nor execute any mortgage or create or permit a lien which may be or become superior to any such leases, nor permit a subordination of any lease to such mortgage or lien. The Mortgagor will not modify or amend the terms of any such leases, nor borrow against or pledge the rentals from such leases nor exercise or waive any default of the tenant thereunder without the prior consent of the Mortgagee.

The Mortgagor agrees to obtain the Mortgagee's prior written approval before entering into any lease with a term of five (5) years or more. Should the Mortgagor fail to perform, comply with or discharge any obligations of the Mortgagor under any lease or should the Mortgagee become aware of or be notified by any tenant under any lease of a failure on the part of the Mortgagor to so perform, comply with or discharge its obligations under said lease, the Mortgagee may, but shall not be obligated to, and without further demand upon the Mortgagor, and without waiving or releasing the Mortgagor from any obligation in this Mortgage contained, remedy such failure, and the Mortgagor agrees to repay upon demand all sums incurred by the Mortgagee in remedying any such failure together with interest at the highest rate applicable under any of the Notes. All such sums, together with interest as aforesaid, shall become so much additional Indebtedness Secured Hereby, but no such advance shall be deemed to relieve the Mortgagor from any default hereunder.

15. Performance by Mortgagee. If the Mortgagor shall fail to comply with any of the covenants or obligations of this Mortgage, the Mortgagee may, but shall not be obligated to, without further demand upon the Mortgagor, and without waiving or releasing the Mortgagor from any obligation in this Mortgage contained, remedy such failure, and the Mortgagor agrees to repay upon demand all sums incurred by the Mortgagee in remedying any such failure together with interest at the highest rate applicable under any of the Notes. All such sums, together with interest as aforesaid, shall become so much additional Indebtedness Secured Hereby, but no such advance shall be deemed to relieve the Mortgagor from any failure hereunder.

16. Limitation of Mortgagee's Liability. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, express or implied, for the performance of any labor or services or for the furnishing of any materials or other property in respect of the Premises or any part thereof, nor as giving the Mortgagor or any party in interest with the Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would create any personal liability against the Mortgagee in respect thereof or would permit the making of any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

17. Right of Access. The Mortgagor will permit the Mortgagee's authorized representatives to enter the Premises at all reasonable times for the purpose of inspecting the same; provided, the Mortgagee shall have no duty to make such inspections and shall not incur any liability or obligation for making or not making any such inspections.

18. Indebtedness Unconditional. Without affecting the liability of any party liable for payment of any Indebtedness Secured Hereby or performance of any obligation contained herein, and without affecting the rights of the Mortgagee with respect to any security not expressly released in writing, the Mortgagee may, at any time, and without notice to or the consent of the Mortgagor or any party in interest with the Premises or any of the Notes (a) release any person liable for payment of all or any part of the Indebtedness Secured Hereby or for performance of any obligation herein, (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Indebtedness Secured Hereby or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof, (c) accept any additional security, (d) release or otherwise deal with any property, real or personal, including any or all of the Premises, including making partial releases of the Premises, or (e) resort to any security agreements, pledges, contracts of guaranty, assignments of rents and leases or other securities, and exhaust any one or more of said securities and the security hereunder, either concurrently or independently and in such order as it may determine. No act or thing, except full payment of the Indebtedness Secured Hereby, which but for this provision could act as a release, termination, satisfaction or impairment of this Mortgage shall in any way release, terminate, satisfy or impair this Mortgage.

19. Remedies Cumulative; No Waiver. Each right, power or remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the Mortgagee, at law or in equity, or under the Uniform Commercial Code or other law, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy arising hereunder or arising otherwise shall

impair any such right, power or remedy or the right of the Mortgagee to resort thereto at a later date or be construed to be a waiver of any default or event of default under this Mortgage, the Loan Agreement or any of the Notes.

20. Waiver of Rights by Mortgagor. The Mortgagor hereby waives to the full extent lawfully allowed the benefit of any homestead, appraisement, evaluation, stay and extension laws now or hereafter in force. The Mortgagor hereby waives any rights available with respect to marshaling of assets so as to require the separate sales of any portion of the Premises, or as to require the Mortgagee or any other person to exhaust its remedies against a specific portion of the Premises before proceeding against the other and does hereby expressly consent to and authorize the sale of the Premises or any part thereof as a single unit or parcel.

21. Events of Default. The occurrence of any of the following events shall be an event of default under this Mortgage: (a) failure to pay any amount payable under any of the Notes when due and the continuation of such failure for a period of five days; or (b) failure to pay any other Indebtedness Secured Hereby when due and the continuation of such failure for a period of five days; or (c) default or breach by the Mortgagor of its covenant in Paragraph 8 hereof (the due on sale clause) or its obligation to maintain insurance as required by Paragraph 9 hereof; or (d) default or breach of any other covenant or agreement of the Mortgagor in this Mortgage, and the continuation of such default or breach for a period of 30 days or more; or (e) the occurrence of any "Event of Default" as defined in the Loan Agreement.

22. Acceleration; Foreclosure. If an event of default shall occur, the Mortgagee may immediately and without notice to the Mortgagor declare the entire unpaid principal balance of each of the Notes together with all other Indebtedness Secured Hereby to be immediately due and payable and thereupon all such unpaid principal balance of the Notes together with all accrued interest thereon and all other Indebtedness Secured Hereby shall be and become immediately due and payable, and the Mortgagor hereby authorizes and fully empowers the Mortgagee to foreclose this Mortgage by judicial proceedings by the exercise of any other remedy available at law or equity, with full authority to sell the Premises at public auction or in any other manner permitted by law, and convey the same to the purchaser in fee simple, all in accordance with and in the manner prescribed by law, and out of the proceeds arising from sale and foreclosure to

retain the principal and interest due on the Notes and the Indebtedness Secured Hereby together with all such sums of money as the Mortgagee shall have expended or advanced pursuant to this Mortgage or pursuant to statute together with interest thereon as herein provided and all costs and expenses of such foreclosure, including lawful attorney's fees, with the balance, if any, to be paid to the persons entitled thereto by law.

23. Appointment of Receiver. If an event of default shall occur, the Mortgagee shall be entitled as a matter of right without notice and without giving bond and without regard to the solvency or insolvency of the Mortgagor, or waste of the Premises or adequacy of the security of the Premises, to apply for the appointment of a receiver in accordance with the statutes and law made and provided for, which receiver shall collect the rents, and all other income of any kind; manage the Premises so to prevent waste; execute leases within or beyond the period of receivership, pay all expenses for normal maintenance of the premises and perform the terms of this Mortgage and apply the rents, issues and profits in the following order to (i) payment of the reasonable fees of said receiver, (ii) payment when due of prior or current real estate taxes or special assessments with respect to the Premises or if required by this Mortgage, payment of the periodic escrow for payment of the taxes or special assessments, (iii) the payment when due of premiums for insurance of the type required by this Mortgage, and (iv) to the repayment of the Indebtedness Secured Hereby and to the operation, maintenance, upkeep and repair of the Premises, including payment of taxes on the Premises and payments of premiums of insurance on the Premises. The Mortgagor does hereby irrevocably consent to such appointment. Nothing contained in this Mortgage and no actions taken pursuant to this Mortgage shall be construed as constituting the Mortgagee a mortgagee in possession.

24. UCC Remedies. In addition to the rights available to a mortgagee of real property, the Mortgagee shall also have all the rights, remedies and recourse available to a secured party under the Uniform Commercial Code, including without limitation the right to proceed under the provisions of the Uniform Commercial Code governing default as to any personal property which may be included in the Premises or which may be deemed nonrealty in a foreclosure of this Mortgage or to proceed as to such personal property in accordance with the procedures and remedies available pursuant to a foreclosure of real estate.

25. Governing Law. This Mortgage is made and executed under the laws of the State of Iowa and is intended to be governed by the laws of said State.

26. Binding Effect. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and its successors and assigns including without limitation each and every from time to time record owner of the Premises and any other person having an interest therein, shall run with the land and shall inure to the benefit of the Mortgagee and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to include the heirs, representatives, administrators and executors of any natural person who is a party to this Mortgage.

27. Severability. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

28. Interpretation. The captions and headings of the various sections of this Mortgage are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

29. Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail to their respective addresses as set forth herein, or to such other places any party hereto may hereafter by notice in writing designate shall constitute service of notice hereunder.

IN WITNESS WHEREOF, this Mortgage has been duly executed by the duly authorized officer of the Mortgagor as of the date first above written.

U.S. FINANCIAL SERVICES, INC.
Mortgagor

By _____
Name: Maurice L. Hyde
Title: President

By _____
Name: Roger Krull
Title: Secretary

STATE OF Iowa)
) SS.
COUNTY OF Hardin)

On this 27th day of July, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared Maurice L. Hyde and Roger Krull, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument; that the corporation has no seal; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Maurice L. Hyde and Roger Krull as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation by it and by him duly executed.

(Seal)

Kimberly A. Steggall
Notary Public
My commission expires: 6-15-95

KIMBERLY A. STEGGALL

DPS12869

Exhibit A

Legal Description

Parcel 1

Commencing at a point 896.02 feet East of the Northwest corner of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section Eighteen (18), Township Seventy-Five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, which is also commencing at a point 896.02 feet East of the Northwest corner of Lot Five (5) of the North West Addition to Washington, Iowa, thence East 285.23 feet, thence South 6 degrees 41 minutes West 355.73 feet, thence North 78 degrees 26 minutes West 248.77 feet, thence North 303.19 feet, more or less, to the point of beginning; in Washington County, Iowa.

Parcel 2

That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty Six (36), Township Eighty Nine (89) North, Range Three (3), west of the Fifth Principal Meridian described as commencing at the center of said Section Thirty Six (36) and running thence North two thousand one hundred seventy two (2172.0) feet along the West line of the Northeast Quarter (NE 1/4) of said Section Thirty Six (36) to the point of beginning, thence Southeasterly along the Northerly right-of-way line of Iowa Highway No. 20 forty seven and five-tenths (47.5) feet on a one thousand three hundred ninety nine and nine-tenths (1399.9) feet radius curve concave Northeasterly and tangent to the following course, thence North 89 degrees 48 minutes East four hundred eleven and eight-tenths (411.8) feet along said right-of-way line, thence North 2 degrees 20 minutes West four hundred nine and five-tenths (409.5) feet to the Southerly line of the Illinois Central and Gulf Railroad right-of-way, thence South 89 degrees 38 minutes West four hundred forty two and six-tenths (442.6) feet along said right-of-way line to the West line of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section Thirty Six (36), thence South 89 degrees 38 minutes West along said right-of-way line four hundred twenty six and three-tenths (426.3) feet, thence South 35 degrees 07 minutes East four hundred eighty one and two-tenths (481.2) feet to the Northerly right-of-way line of Iowa Highway No. 20, thence Southeasterly along said right-of-way line one hundred forty nine and nine-tenths (149.9) feet on a one thousand three hundred ninety nine and nine-tenths (1399.9) feet radius curve, concave Northeasterly, to the point of beginning; said parcel being designated as Lot Number One (1) of the North one-half (N 1/2) of said Section Thirty Six (36), Delaware County, Iowa.

Exhibit "B"

(Permitted Liens)

(as to Parcel 1, Washington County)

(1) Transmission Line Right of Way Easement dated February 28, 1956, and filed on October 10, 1956, in 32 MISC 421 of the Washington County Records, in favor of Iowa Southern Utilities Company, its successors and assigns.

(as to Parcel 1, Washington County)

(2) Easement to Iowa Gas & Electric Company to maintain and operate an electric transmission line dated June 1, 1922, and filed of record on June 9, 1922, in 9 MISC 527 of the Washington County Records.

(as to Parcel 1, Washington County)

(3) Easement dated October 23, 1935, and filed of record on February 8, 1936, in 17 TLD 428 of the Washington County Records, granting to the City of Washington, Iowa, the right to lay, construct, reconstruct, renew, operate, maintain, inspect, alter and repair a sewer across the property.

(as to Parcel 1, Washington County)

(4) Conveyance to the City of Washington, Iowa for highway and street purposes, contained in Deed recorded at 22 TLD 213 of the Washington County Records.

(as to Parcel 1, Washington County)

(5) Financing Statement by and between United Suppliers, Inc. as debtor, and National Consumer Cooperative Bank as secured party, filed August 7, 1989, as Instrument No. G6840 in 71 TLM 112.

(as to Parcel 1, Washington County)

(6) Financing Statement by and between U.S. Financial Services, Inc. as debtor, and National Consumer Cooperative Bank as secured party, filed August 7, 1989, as Instrument No. G6841 in 71 TLM 114.

(as to Parcel 1, Washington County)

(7) Financing Statement by and between United Suppliers, Inc. as debtor, and National Consumer Cooperative Bank as secured party, filed December 5, 1990, as Instrument No. G145 in 74 TLM 410.

(as to Parcel 1, Washington County)

(8) Financing Statement by and between U.S. Financial Services, Inc. as debtor, and National Consumer Cooperative Bank as secured party, filed December 5, 1990, as Instrument No. G146 in 74 TLM 411.

(as to Parcel 1, Washington County)

(9) Mortgage dated June 26, 1987, and filed July 17, 1987, Book 103, Land Mortgages, Page 258, and indexed in Chattel Mortgage Index No. 31, in favor of National Consumer Cooperative Bank.

(as to Parcel 2, Delaware County)

(10) Mortgage dated November 5, 1989, and filed November 8, 1989, Book 109, Page 135, in favor of National Consumer Cooperative Bank.

Said mortgage was modified by Amendment No. One, dated November 29, 1990, filed December 14, 1990 in Book 112, L.M., page 18.

(as to Parcel 2, Delaware County)

(11) Restrictions of access to and from U.S. Highway 20, as evidenced by resolution filed September 5, 1956, in Book I, Miscellaneous, at page 337 and by affidavit filed September 5, 1956 in Book 6, Affidavits, page 115.

(as to Parcel 2, Delaware County)

(12) Road and public highway easement in favor of the County of Delaware, dated May 13, 1987, filed June 11, 1987 in Book Y, Miscellaneous, at page 193.

(as to Parcel 2, Delaware County)

(13) Existing fence line along Easterly and Southwesterly boundary lines of premises in question as shown on survey dated June 24, 1987, by Roger R. Mohn, Tri-State Engineers.

(as to Parcel 2, Delaware County)

(14) Terms, agreement, conditions, provisions and limitations of that certain lease by and between U.S. Financial Services, Inc., as lessor, and United Suppliers, Inc., as lessee, dated June 1, 1977, filed June 27, 1977, in Book R. Miscellaneous, page 63.

(as to Parcel 2, Delaware County)

(15) Financing Statement by and between United Suppliers, Inc. as debtor, and National Consumer Cooperative Bank as secured party, filed December 5, 1990, in Book 112, L.M., page 3.

(as to Parcel 2, Delaware County)

(16) Financing Statement by and Between U.S. Financial Services, Inc. as debtor, and National Consumer Cooperative Bank as secured party, filed December 5, 1990, in Book 112, L.M., page 4.

(as to Parcel 2, Delaware County)