Document prepared by:
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DELAWARE COUNTY IOWA
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1998 DE 21 AM 10: 51
BOOK 19 PAGE 294
DEBORAH L. PETON
DELAWARE CO. RECORDER
4.00

AFFIDAVIT - NOTICE OF ASSIGNMENT – FCB/FLCA

I, Brenda L. Naughton, Corporate Secretary of Farm Credit Services of America, FLCA. a federally chartered instrumentality and corporation, organized and existing under the laws of the United States of America, do hereby on oath depose and certify that:

Pursuant to Section 7.6 of the Farm Credit Act of 1971, as amended, and the regulations of the Farm Credit Administration, the Board of Directors and the voting stockholders of AgAmerica, FCB (formerly known as Farm Credit Bank of Omaha and as The Federal Land Bank of Omaha) and Farm Credit Services of America, FLCA (formerly known as Farm Credit Services of the Midlands, FLCA and as Federal Land Bank Association of the Midlands) approved an Agreement and Plan of Transfer of certain loans and loan related assets from AgAmerica, FCB to Farm Credit Services of America, FLCA.

The Agreement and Plan of Transfer was approved by the Farm Credit Administration effective at the close of business September 30, 1993.

The loans and loan related assets subject to the Agreement and Plan of Transfer are now owned entirely by Farm Credit Services of America, FLCA.

The primary territory served by Farm Credit Services of America, FLCA is the states of Iowa, Nebraska, South Dakota, and Wyoming.

A true and correct copy of the Assignment and Quit-Claim Deed reflecting the transfer of the loans and loan related assets is attached hereto and by this reference incorporated herein.

This Affidavit is based on my personal knowledge and on the corporate records under my care, custody, and control. A photocopy of this document shall be deemed to be and may be relied upon as an original.

IN WITNESS WHEREOF, I have set my hand and the seals of the corporations this 10th day of December, 1998.

Farm Credit Services Of America, FLCA CORPORATE Seal CHARTERED SEPT. 30, 1993 OMAHA, NEB.

Brenda L. Naughton
Brenda L. Naughton, Corporate Secretary
Farm Credit Services of America, FLCA

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on December 10, 1998, by Brenda L. Naughton, Corporate Secretary of Farm Credit Services of America, FLCA, a corporation organized and existing under the laws of the United States, on behalf of said corporation.

GENERAL NOTARY-State of Nebraska
CHRISTIE M. JACOBSEN
My Comm. Exp. Oct. 21, 2002

Christie M. Jacobsen
Notary Public in and for said County and State

DATE 12-21-98 BOOK 19 PAGE 294

Recording Requested By:

WHEN RECORDED MAIL TO:
Farm Credit Services of America, FLCA
206 S. 19th Street
Omaha, NE 68102
ATTN: Law Department

Space Above This Line For Recorder's Use

Farm Credit Services of America, FLCA

ASSIGNMENT AND QUIT-CLAIM DEED

KNOW ALL BY THESE PRESENTS:

AgAmerica, FCB, successor in interest to Farm Credit Bank of Omaha and The Federal Land Bank of Omaha, a federally chartered instrumentality, of Sacramento, California, as Assignor and Grantor, in consideration of the sum of One Dollar and Other Good and Valuable Consideration ($1.00), receipt of which is hereby acknowledged, hereby sells, assigns, transfers, conveys, quit-claims and delivers unto Farm Credit Services of America, FLCA, 206 South 19th Street, Omaha, Nebraska, 68102-1745, as Assignee, all of Assignor's right, title, and interest in and to all of the following, subject to the limitations and exclusions set forth herein:

All real estate mortgages; all interest of Assignor/Grantor as Beneficiary in Deeds of Trust; security agreements; financing statements; contracts for deed (or other agreements for the purchase of real estate on an installment basis); notices of lis pendens; assignments of contracts for deed (whether for security purposes or as absolute assignments); assignments of leases and/or rents (whether for security purposes or as absolute assignments); assignment agreements for the pledge of collateral or transfer of ownership in property not specifically enumerated herein; easements; leases; rights of first refusal; options to purchase and any interest represented in subordination agreements, which were executed by any or all parties identified as borrowers, debtors, guarantors, tenants or other parties to said documents or agreements, of various dates, and located in the states of Iowa, Nebraska, Wyoming, South Dakota, Colorado, Missouri, Minnesota, Illinois, North Dakota, Kansas, Montana, Utah, Texas or any other states where any of the foregoing instruments may be filed, including the Offices of the respective Secretaries of State for said states and any county offices.

The above described instruments are recorded in the mortgage, deed or miscellaneous records in any of the said counties of any of the said states or the offices of the Secretary of State for any of the said states. This Assignment and Quit-Claim deed includes the note(s), debts and obligations described in said documents, including any agreements restructuring or otherwise amending or modifying those documents.

It being the intention and agreement of Assignor/Grantor and Assignee that Assignee succeed to all rights of Assignor/Grantor under the above referenced documents, limited only to the interest of Assignor/Grantor in those transactions involving Assignor/Grantor which were related to: (1) the extension of credit by Assignor/Grantor for certain long-term real estate mortgage loans pursuant to Section 1.7 of the Farm Credit Act, as amended; 12 U.S.C. §2015, (the "Act") with an original date of on or before September 30, 1993 and in which capacity Assignor/Grantor was acting as a direct Lender under the real estate mortgage loan authority of Section 1.7 of the Act, and by virtue of a charter(s) issued in the former Eighth Farm Credit District of the Farm Credit System; and (2) the transfer of Assignor/Grantor's interest as the former Farm Credit Bank of Omaha or The Federal Land Bank of Omaha in those certain mortgage loans assets and related items in connection with the transfer of certain real estate mortgage loan authority from Assignor/Grantor to Assignee/Grantee pursuant to Section 7.6 (a) of the Act; 12 U.S.C. §2279(b).

This conveyance specifically excepts and excludes:

1. All financing statements, real estate mortgages or deeds of trust or security agreements, and any other agreements or assignments for the pledge of collateral between Assignee and Assignor/Grantor where they have a debtor/creditor relationship (specifically including but not limited to any matters related to the General Financing Agreement between the parties);
2. Any mineral rights owned by Assignor of record;
3. The rights of Assignor as the Trustee in any Deed of Trust, it being the intention of the Assignor to assign only such rights it may have as a Beneficiary in any recorded Deed of Trust, subject to the limits and exclusions herein;
4. Rights of Assignor in any agreement between Assignor and Assignee where the parties do not have a debtor/creditor relationship but may assert a contractual undivided ownership interest in certain assets (including but not limited to interests in loan participation agreements, loan subparticipation agreements or loan syndications);
5. Any rights in any loans, mortgages, deeds of trust, financing statements, security agreements or any other agreements or assignments pledged as collateral from Farm Credit Services of America, PCA to AgAmerica, FCB;
6. Any such transactions involving the former Farm Credit Bank of Spokane and/or Northwest Farm Credit Services, ACA;
7. Any rights in any loans originated by the former Farm Credit Bank of Omaha and participated with other lenders.

It is the agreement and intention of Assignor/Grantor that a photostatic copy of this document will be relied upon as an original, whether filed separately or as an attachment to any document offered for recording, by any office requested to record the same. If this document is attached to a document it shall be incorporated into the same and indexed against the real estate described therein accordingly.

This assignment is exempt from transfer fees or documentary tax stamps, including: South Dakota Codified Law 43-2-22(2); Iowa Code Section 428A.2(6); Neb. Rev. State. 76-902(2).

IN WITNESS WHEREOF, the Assignor has assigned and delivered these presents by the undersigned officer on the date and year hereinafter acknowledged.

AgAmerica, FCB

By: Joel D. Meyer
Joel D. Meyer
Vice President, Credit

AG AMERICA, FCB CORPORATE SEAL 1994

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On December 4, 1998 before me, the undersigned Notary Public in and for said County and State, personally appeared Joel D Meyer personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

GENERAL NOTARY-State of Nebraska
CHRISTIE M. JACOBSEN
My Comm. Exp. Oct. 21, 2002

WITNESS my hand and official seal

Christie M. Jacobsen
Notary Public in and for said County and State

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