Attn: Susie Walters
Wells Fargo Bank
101 3rd Ave SW
Cedar Rapids IA
52404

DELAWARE COUNTY IOWA
FILED
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BOOK 2001 PAGE 214
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$71.00

Preparer Information: This Instrument was prepared by Linda M. Kirsch, Shuttleworth & Ingersoll, P.C., P.O. Box 2107, 500 Firstar Bank Building, Cedar Rapids, Iowa 52406-2107; Phone: (319) 365-9461.

MORTGAGE

(Leasehold Mortgage)

THIS MORTGAGE is made this 1st day of March, 2000, between the Mortgagor/Grantor, **BENTON/LINN WIRELESS, L.L.C.**, whose address is 124 Main Street Shellsburg, Iowa 52332 (herein referred to as "Borrower") and the Mortgagee, **NORWEST BANK NATIONAL ASSOCIATION,** whose address is 101 Third Avenue S.W., Cedar Rapids, Iowa 52404 (herein "Lender").

WHEREAS, Lender has agreed to loan Borrower amounts not to exceed **Three Million Dollars ($3,000,000.00)**, pursuant to a promissory Note executed by Borrower (the "Note") and other agreements to Lender, which principal and all interest and other amounts due shall be due and payable in full as stated in the Note, but in any case, on or before March 1, 2007; and

WHEREAS, Borrower has entered into a Lease Agreement, dated March 6, 2000, between Borrower, as tenant, City of Ryan, as landlord, (hereinafter, the "Ground Lease"), whereby Borrower has leased the real estate described on Exhibit A attached hereto (hereinafter referred to as the "Premises"); and

WHEREAS, Borrower desires to execute this Mortgage to grant Lender a mortgage lien on Borrower's leasehold interest created under and pursuant to the Ground Lease.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions, and modifications thereof; (b) the payment of any future advances, with interest thereon, made by Lender to Borrower pursuant to Paragraph 30 hereof (herein "Future Advances"); (c) the performance of the covenants and agreements of Borrower contained in a Loan Agreement, Security Agreement, and any other collateral instruments that apply to the Note (collectively, "Loan Documents") between Lender and Borrower dated March 1, 2000; (d) the performance of the covenants and agreements of Borrower contained in an Assignment of Rents and Leases of even date herewith, (e) payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument; (f) the performance of the covenants and agreements of Borrower herein contained; and (g) all other indebtedness of Borrower to Lender (collectively, items (a) through (g) are referred to as the "Obligations"), Borrower does hereby mortgage, grant, convey, and assign to Lender the Mortgaged Property, as described below.

The property interests subject to this mortgage (herein the "Mortgaged Property") include the following:

(a) All of Borrower's interest in the Premises;

(b) All buildings and improvements now or hereafter located on the Premises (hereinafter referred to as the "Improvements");

(c) The Ground Lease and the leasehold estate created thereunder;

(d) All modifications, extensions and renewals of the Ground Lease and all credits, deposits, options, purchase options, privileges and rights of Borrower under the Ground Lease, including, but not limited to, the right, if any, to renew or extend the Ground Lease for a succeeding term or terms or to acquire fee title to or other interest in all or any portion of the Premises or the Improvements;

(e) All of the estate, right, title, claim or demand of any nature whatsoever of Borrower, either in law or in equity, in possession or expectancy, in and to the Mortgaged Property or any part thereof;

(f) All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property (including, without limitation, any and all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises or now or hereafter transferred to the Premises) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;

(g) All machinery, apparatus, equipment, appliances, fittings, engines, boilers, incinerators, fixtures, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, pictures, towers, antennas, trees and plants, and any and all fixtures and attachments thereto, all of which, including replacements and additions thereto and other Mortgaged Property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenances thereto, or usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Mortgaged Property (hereinafter collectively referred to as the "Equipment"), and the right, title and interest of Borrower in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of the State of Iowa), superior in lien to the lien of this Instrument;

(h) All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Mortgaged Property;

(i) All Leases and other agreements (other than the Ground Lease) affecting the use or occupancy of the Mortgaged Property now or hereafter entered into (hereinafter referred to as the " Leases") and the right to receive and apply the rents, issues and profits of the Mortgaged Property (hereinafter referred to as the "Rents") to the payment of the Obligations;

(j) All proceeds of and any unearned premiums on any insurance policies (collectively, hereinafter referred to as the "Policies") covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(k) The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Lender in the Mortgaged Property; and

(j) All proceeds of each of the foregoing;

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Mortgaged Property, that the Mortgaged Property is unencumbered, and that Borrower will warrant and defend generally Borrower's interest and title in and to the Mortgaged Property against all claims and demands, subject to any prior interests, easements and/or restrictions satisfactory to Lender.

UNIFORM COVENANTS

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Instrument.

2. **Funds for Taxes, Insurance and Other Charges.** Except as provided by applicable law or a written waiver executed by Lender, Borrower shall pay to Lender on the day the monthly installments of interest are payable under the Note (or on another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth (1/12) of (a) the yearly water and sewer rates and taxes and assessments which may be levied on the Mortgaged Property, (b) the yearly ground rents, if any, (c) the yearly premium installments for the fire and other hazard insurance, rent loss insurance, and such other insurance covering the Mortgaged Property as Lender may require pursuant to Paragraph 5 hereof or as may be required by the Loan Agreement, (d) the yearly premium installments for mortgage insurance, if any, and (e) the yearly fixed rents, if any, under the Ground Lease, all as provided for under the Ground Lease or as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Lender, in Lender's sole discretion, at any time upon notice in writing to Borrower may revoke any waiver by Lender of a requirement that Borrower pay such Funds. Lender may require Borrower to pay to Lender, in advance, such other funds for other taxes, charges, premiums, assessments, and impositions in connection with Borrower or the Mortgaged Property which Lender shall reasonably deem necessary to protect Lender's interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments at Lender's option.

Lender shall not be required to pay Borrower any interest, earnings, or profits on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums and performance secured by this Instrument.

If the amount of the Funds held by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of water and sewer rates, taxes, assessments, and insurance premiums, rents, and Other Impositions as they fall due, such excess shall be credited to Borrower on the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rents, and Other Impositions as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days after delivery of notice from Lender to Borrower requesting payment thereof.

Upon the occurrence of any Event of Default as defined herein, Lender may apply on the Obligations secured hereby, in such order or application as Lender may determine any Funds then in Lender's possession. Upon payment in full of all sums secured by this Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

If the Mortgaged Property is sold as provided for herein after an Event of Default or the Mortgaged Property is otherwise acquired by Lender, Lender may apply any Funds then held by Lender as a credit against taxes or insurance premiums then due or against the Obligation secured by this Instrument, in such order as Lender may determine.

3. **Application of Payments.** All payments received by Lender under the Obligation or this Instrument shall be applied by Lender in such order or application as Lender may determine.

4. **Charges; Liens.** Borrower shall pay all water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributable to the Mortgaged Property at Lender's option in the manner provided under Paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph 4, except the water and sewer; and, in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall keep the Mortgaged Property free from all liens whether prior or subordinate to this Instrument, other than the lien of current real estate taxes and installments of official assessments with respect to which no penalty is yet payable; provided however, that Borrower shall not be required to discharge any lien so long as Borrower (i) shall agree to the payment of the obligations secured by such lien in a manner acceptable to Borrower or (ii) shall, in good faith, contest such lien by appropriate legal proceedings which shall operate to prevent the enforcement of the lien or forfeiture of the Mortgaged Property or any part thereof, and shall also give such reasonable security to Lender as may be demanded by Lender to insure compliance therewith. Lender may in its sole discretion defend the lien of this Instrument and all costs and attorneys fees incurred by Lender in said defense shall be reimbursed by the Borrower or added to the Obligations. Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Instrument to be perfected against the Mortgaged Property.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Mortgaged Property insured by carriers at all times satisfactory to Lender against loss by fire hazards included within the term "extended coverage", rent loss, and such other hazards, casualties, liabilities, and contingencies and in such amounts and for such periods as required by the Ground Lease and as Lender may otherwise require. All premiums on insurance policies shall be paid, at Lender's option, in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the carrier or in such other manner as Lender may designate in writing. At all times, Borrower shall maintain such insurance as may be required by the Ground Lease.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender and an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Lender, and be reasonably satisfactory to the Lender in all other respects. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least ten (10) days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender. Borrower shall furnish Lender a duplicate of all policies, renewal notices, renewal policies, and receipts of paid premiums if, by virtue of the Ground Lease, the originals thereof may not be supplied by Borrower to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds, provided, however, that nothing contained in this Paragraph 5 shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of restoration or repair of the Mortgaged Property, or at Lender's election, (b) to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, (subject, however, to the rights of the lessor under the Ground Lease).

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Mortgaged Property, the Mortgaged Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen, and such other evidence of costs, percentage completion of, application of payments, and satisfaction of liens as Lender may

reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amounts of such installments. If the Mortgaged Property is sold pursuant to Paragraph 27 hereof or if Lender acquires title to the Mortgaged Property, Lender shall have all of the right, title, and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

If the Mortgaged Property is sold at a foreclosure sale or if the Lender shall acquire title to the Mortgaged Property, the Lender shall have all of the right, title and interest of the Borrower in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

The Borrower shall promptly reimburse Lender upon demand for all of Lender's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorney's fees and all such expenses shall be added to the Obligation.

6. Preservation and Maintenance of Mortgaged Property; Leaseholds.

(a) Borrower (i) shall not commit waste or permit impairment or deterioration of the Mortgaged Property, (ii) shall not abandon the Mortgaged Property, (iii) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury, or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (iv) shall keep the Mortgaged Property, including improvements, fixtures, equipment, machinery, and appliances thereon, in good repair and shall replace fixtures, equipment, machinery, and appliances on the Mortgaged Property when necessary to keep such items in good repair, (v) shall comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Mortgaged Property, (vi) If the Mortgaged Property is rental income property, shall generally operate and maintain the Mortgaged Property in a manner to ensure maximum rentals (if the Mortgaged Property is not operated by Borrower), and (vii) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, the security of this Instrument, or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish, or alter any improvement now existing or hereafter erected on the Mortgaged Property or any fixture, equipment, machinery, or appliance in or on the Mortgaged Property except when incident to the replacement of fixtures, equipment, machinery, and appliances with items of like kind.

(b) Borrower shall (i) pay all rents, additional rents and other sums required to be paid by Borrower, as tenant, under and pursuant to the provisions of the Lease; (ii) diligently perform and observe all of the terms, covenants and conditions of the Lease on the part of the Borrower, as tenant thereunder to be performed and observed, unless such performance or observance shall be waived or not required in writing by the landlord under such Lease, to the end that all things shall be done which are necessary to keep unimpaired the rights of Borrower, as tenant, under the Lease, and (iii) promptly notify Lender of the giving of any notice by the landlord under the Lease to Borrower of any default by Borrower in the performance or observance of any of the terms, covenants or conditions of the Lease on the part of Borrower, as tenant thereunder, to be performed or observed and deliver to Lender a true copy of each such notice. Borrower shall not, without the prior consent of Lender, surrender the leasehold estate created by the Lease or terminate or cancel the Lease or modify, change, supplement, alter or amend the Lease, in any respect, either orally or in writing, and Borrower hereby assigns to Lender, as further security for the payment of the Obligations and for the performance and observance of the terms, covenants and conditions of this Instrument, all of the rights, privileges and prerogatives of Borrower, as tenant under the Lease, to surrender the leasehold estate created by the Lease or to terminate, cancel, modify, change, supplement, alter or amend the Lease, and any such surrender of the leasehold estate created by the Lease or termination, cancellation, modification, change, supplement, alteration or amendment of the Lease without the prior consent of Lender shall be void and of no force and effect. If Borrower shall default in the performance or observance of any term, covenant or condition of the Lease on the part of Borrower, as tenant thereunder, to be performed or observed, then, without limiting the

generality of the other provisions of this Instrument, and without waiving or releasing Borrower from any of its obligation hereunder, Lender shall have the right, but shall be under no obligation, to pay any sums and to perform any act or take any action as may be appropriate to cause all of the terms, covenants and conditions of the Lease on the part of Borrower, as tenant thereunder, to be performed or observed to be promptly performed or observed on behalf of Borrower, to the end that the rights of Borrower in, to and under the Lease shall be kept unimpaired and free from default. If Lender shall make any payment or perform any act or take action in accordance with the preceding sentence, Lender will notify Borrower of the making of any such payment, the performance of any such act, or the taking of any such action. In any such event, subject to the rights of lessees and other occupants under the Leases, Lender and any person designated by Lender shall have, and are hereby granted, the right to enter upon the Mortgaged Property at any time and from time to time for the purpose of taking any such action. If the landlord under the Lease shall deliver to Lender a copy of any notice of default sent by said landlord to Borrower, as tenant under the Lease, such notice shall constitute full protection to Lender for any action taken or omitted to be taken by Lender, in good faith, in reliance thereon. Borrower shall, from time to time, obtain from the landlord under the Lease such certificates of estoppel with respect to compliance by Borrower with the terms of the Lease as may be requested by Lender.

(c) So long as any portion of the Obligations shall remain unpaid, unless Lender shall otherwise consent, the fee title to the Premises and the leasehold estate therein created pursuant to the provisions of the Lease shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates in Borrower or in any other person, by purchase, operation of law or otherwise. If Lender shall acquire the fee title to the Premises and the leasehold estate therein created pursuant to the provisions of the Lease, by foreclosure of this Instrument or otherwise, such estates shall not merge as a result of such acquisition and shall remain separate and distinct for all purposes after such acquisition unless and until Lender shall elect to merge such estates.

(d) So long as any portion of the Obligations remain unpaid, unless Lender shall otherwise consent, if Borrower shall acquire fee title to the Premises the lien of this Instrument shall be spread to cover the fee estate and said fee estate shall be deemed to be included within the definition of the Mortgaged Property. Borrower shall, at its sole cost and expense, execute such instruments as Lender deems useful or necessary to subject the fee estate to the lien of this Instrument.

(e) With respect to the Lease, upon the filing by or against the landlord thereunder of a petition pursuant to Title 11 of the United States Code, as now constituted or hereafter amended or under any other applicable Federal or state bankruptcy law or other similar law (hereinafter referred to as the "Bankruptcy Code"), and the subsequent rejection of the Lease by the landlord, Borrower shall not, without the prior written consent of Lender, (i) elect to treat the Lease as terminated pursuant to Section 365(h)(1) of the Bankruptcy Code, or (ii) pursuant to Section 365(h)(2) of the Bankruptcy Code, offset against the rents reserved under the Lease the amount of any damages caused by the landlord's rejection of the Lease. Borrower shall promptly, and so as to be received prior to all hearing dates, return dates or other deadlines, send to Lender copies of all notices, summonses, pleadings, applications and other documents received by Borrower in connection with such petition or proceeding by landlord.

7. **Use of Mortgaged Property.** Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Mortgaged Property was intended at the time this Instrument was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Mortgaged Property without Lender's prior written consent.

8. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Instrument or if any action or proceeding is commenced which materially affects the Mortgaged Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, may make such appearances, disburse such sums, and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney fees, (ii) entry upon the Mortgaged Property to make repairs, and (iii) procurement of satisfactory insurance as provided in Paragraph 5 hereof.

Any amounts disbursed by Lender pursuant to this Paragraph 8, including but not limited to attorney fees, with interest thereon, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this Paragraph 8 shall require Lender to incur any expense or take any action hereunder.

9. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Mortgaged Property.

10. Books and Records. Borrower shall keep and maintain at all times at Borrower's address stated below, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Mortgaged Property and copies of all written contracts, leases, and other instruments which shall be subject to examination and inspection at any reasonable time by Lender.

11. Condemnation. Borrower shall promptly notify Lender of any action of proceeding relating to any condemnation or other taking, whether direct or indirect, of the Mortgaged Property, or part thereof; and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower to commence, appear in, and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Mortgaged Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment, or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Mortgaged Property, or part thereof, or for conveyances in lieu of condemnation are hereby assigned and shall be paid to Lender, subject to the rights of the landlord under the Ground Lease.

Borrower authorizes Lender to apply such awards, payments, proceeds, or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Mortgaged Property or to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in Paragraph 3 hereof, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages, or claims arising in connection with such condemnation or taking as Lender may require.

12. Borrower and Lien Not Released. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns, or of any junior lienholder or guarantor, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal Note or Notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Mortgaged Property, take or release other or additional security, reconvey any part of the Mortgaged Property, consent to any map or plan of the Mortgaged Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this Paragraph 12 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein; shall not affect the guaranty of any person, corporation, partnership, or other entity for payment of the indebtedness secured hereby; and shall not affect the lien or priority of lien hereof on the Mortgaged Property.

Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The acceptance by Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument; nor shall Lender's receipt of any awards, proceeds, or damages under Paragraphs 5 and 11 hereof operate to cure or waive Borrower's default in payment of sums secured by this Instrument.

14. Estoppel Certificate. Borrower shall, within ten (10) days of delivery of a written request from Lender, furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this Instrument and any right of set off, counterclaim, or other defense which exists against such sums and the obligations of this Instrument.

15. Security Interest. This Instrument shall constitute a security agreement with respect to (and the Borrower hereby grants the Lender a security interest in) all personal property and fixtures included in the Mortgaged Property. The Borrowers will from time to time, at the request of the Lender, execute any and all financing statements and continuation statements covering such personal property and fixtures (in a form satisfactory to the Lender) which the Lender may reasonably consider necessary or appropriate to perfect its security interest.

16. Fixture Filing From the date of its recording, this Instrument shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Mortgaged Property which are or are to become fixtures related to the real estate described herein. For this purpose the following information is set forth:

(a) Name and Address of Debtor/Borrower	(b) Name and Address of Secured Party/Lender
Benton/Linn Wireless L.L.C 124 Main Street Shellsburg, Iowa 52332	Norwest Bank, Iowa National Association 101 Third Avenue S.W. Cedar Rapids, Iowa 52404

(c) Debtor's/Borrower's federal Taxpayer I.D. Number 42-1493416
(d) This document covers goods which are or are to become fixtures.
(e) The name of the record owner of the Land is: City of Ryan

17. Remedies Cumulative. Each remedy provided in this Instrument is distinct and cumulative to any other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever.

18. Acceleration in Case of Borrower's Insolvency. If Borrower shall voluntarily file a petition under the federal bankruptcy laws, as such laws may from time to time exist or be amended, or under any similar or successor federal statute relating to bankruptcy, insolvency, arrangements, or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation or stay in involuntary proceedings brought for the reorganization, dissolution, or liquidation of Borrower, or if Borrower shall be adjudged a bankrupt or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Mortgaged Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution, or other judicial seizure of any portion of

Borrower's assets and such seizure is not discharged within ten (10) days, then Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower and may invoke any remedies available to Lender including those permitted by Paragraph 27 of this Instrument. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to Paragraph 8 hereof.

19. **Reserved.**

20. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Instrument shall be given or delivered by mailing such notice by certified mail addressed to Borrower at Borrower's address stated in paragraph 16 or at such other address as Borrower may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given or delivered by certified mail, return receipt requested, to Lender's address stated in paragraph 16 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Instrument shall be deemed to have been given or delivered to Borrower or Lender when given or delivered in the manner designated herein.

21. **Successors and Assigns Bound; Joint and Several Liability; Agents; Captions; Survival.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided herein, Lender may act through its employees, agents, or independent contractors as authorized by Lender. The captions and headings of paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

22. **Governing Law; Severability.** This instrument shall be governed by the laws of the State of Iowa. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provision; and, to this end, the provisions of this Instrument and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Instrument or in the Note, whether considered separately or together with other charges levied in connection with this Instrument and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation

23. **Waiver of Statue of Limitations.** To the extent permitted by law, Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this Instrument.

24. **Waiver of Marshalling.** Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Instrument, and any party who now or hereafter acquires a security interest in the Mortgaged Property and who has actual or constructive notice hereof waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

25. **Loan Provisions.** Borrower agrees to comply with the covenants and conditions of the Note, the Loan Agreement and other Loan Documents, all of which are hereby incorporated by reference in and made a part of this Instrument. All Advances made by Lender pursuant to the Note and the Loan Agreement shall be indebtedness of Borrower secured by this Instrument, and such advances may be obligatory as provided in the Note and Loan Agreement. All sums disbursed by Lender prior to completion of the improvements to protect the security

of this Instrument up to the principal amount of the Note shall be treated as disbursements pursuant to the Loan Agreement, if any. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from borrower of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate which may be collected from borrower under applicable law and shall be payable upon notice from Lender to Borrower requesting payment therefor.

26. Default. Each of the following occurrences shall constitute an event of default under this Instrument (each an "Event of Default"):

(a) Any amount payable under the Obligation is not paid when due, after giving effect to any applicable grace period therein;

(b) The Borrower is otherwise in default under the terms of the Obligations;

(c) The Borrower fails to perform or observe any of the covenants, agreements, or conditions contained in this Instrument;

(d) Any representation or warranty made by the Borrower in this Instrument is untrue or misleading in any material respect; or

(e) The Borrower sells or transfers, or agrees to sell or transfer all or any part of the Mortgaged Property or any interest therein, or is divested of Borrower's interest in the Mortgaged Property in any manner or way whether voluntarily or involuntarily, without the prior written consent of the Lender.

27. Acceleration and Foreclosure. Upon the occurrence of an Event of Default or at any time afterward until such Event of Default is cured to the satisfaction of the Lender, the Lender may, at its option, exercise any of the following rights and remedies (any other rights and remedies available to it by agreement, at law or in equity):

(a) The Lender may declare immediately due and payable the Obligations secured by this Instrument, which will immediately become due and payable without presentment, demand, protest, notice of dishonor or any other kind of notice, all of which Borrower expressly waives. Receipt of partial payment of the Obligations after the Lender has declared the Obligation due and payable as provided herein shall not operate as a waiver of such right.

(b) The Borrower shall have and may exercise with respect to all fixtures which are part of the Mortgaged Property all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Iowa. If notice to the Borrower of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to the Borrower at least ten (10) days prior to the date of intended disposition. The Borrower shall pay on demand all costs and expenses incurred by the Lender in exercising such rights and remedies, including without limitation, reasonable attorneys' fees and legal expenses.

(c) The Borrower hereby authorizes and empowers the Lender to foreclose this Instrument in accordance with the law of the State of Iowa, and in connection therewith at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of the Lender appoint a receiver to take immediate possession of the Mortgaged Property and of the rents and profits accruing therefrom, and to rent or cultivate the same as the Lender may deem best for the interest of all parties concerned, and such receiver shall be liable to account to the Borrower only for the net profits, after application of rents issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

(d) The Lender may add any costs and expenses incurred by it in foreclosing this Instrument and collecting on the Obligation, including legal fees and costs to the maximum extent allowed by law, expenses for

environmental testing or investigations, and for appraisals, which expenses the Borrower agrees to pay and which may be added to the Obligations secured by this Instrument.

28. Release. Upon payment of all sums secured by this Instrument, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.

29. Waiver of Homestead and Redemption. Borrower hereby waives all right of homestead exemption in the Mortgaged Property. To the extent permitted by law, Borrower hereby waives all rights of redemption on behalf of Borrower and on behalf of all other persons acquiring any interest or title in the Mortgaged Property subsequent to the date of this Instrument, except decree or judgment creditors of Borrower. If Borrower's waiver of redemption is ruled invalid or ineffective, the following special redemption provisions shall apply:

(a) If the real estate that is part of the Mortgaged Property, subject to this Instrument, covers less than ten (10) acres and Lender waives in the foreclosure action any rights to a deficiency judgment against Borrower, the redemption period shall be reduced to six (6) months, consistent with the provisions of Section 628.26, Code of Iowa, or any revision or successor thereof;

(b) If the real estate that is part of the Mortgaged Property, subject to this Instrument, covers less than ten (10) acres, the Court in the foreclosure action affirmatively finds that such Mortgaged Property has been abandoned by the owners and those persons personally liable hereunder at the time of such foreclosure, and Lender waives in the foreclosure action any rights to a deficiency judgment against Borrower, the redemption period shall be reduced to sixty (60) days, consistent with the provisions of Section 628.27, Code of Iowa, or any revision or successor thereof;

(c) If the real estate that is part of the Mortgaged Property, subject to this Instrument, is not used for agricultural purposes, as defined in Iowa Code Section 535.13, and is either not the residence of the Borrower or owner, or is such a residence but is not a single family or a two family dwelling, and the Lender waives its right to a deficiency judgment in the foreclosure action, the redemption period shall be reduced to ninety (90) days, consistent with the provisions of Section 628.28, Code of Iowa, or any revision or successor thereof; and

(d) Any other reduced redemption period available under applicable law, whether existing at the time of execution of this Instrument or thereafter and whether the specific reference to such provision is included in this Instrument.

30. Future Advances. Upon request of Borrower, Lender, at Lender's option, so long as this Instrument secures indebtedness held by Lender, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Instrument when evidenced by Note stating that said Note are secured hereby. At no time shall the principal amount of the indebtedness secured by this Instrument, not including sums advanced in accordance herewith to protect the security of this Instrument, exceed the original amount of the Note.

NOTICE: This mortgage secures credit in the amount of $3,000,000.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

31. Representations and Warranties. The Borrower represents and warrants that the Borrower has good and marketable title to the legal estates described as part of the Mortgaged Property, subject to no lien, charge or other encumbrance except the Permitted Liens, and that this Instrument is and will remain a valid and enforceable first lien on the Mortgaged Property except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws, judicial decisions or principles of equity relating to or affecting the enforcement of creditors, rights or contractual obligations generally. At the Borrower's own cost and without expense to the Lender, the Borrower will preserve such title, and will defend the validity and priority of this Instrument against the claims of all other persons.

32. **Environmental Matters**. Borrower represents and warrants that, except as disclosed in writing to Lender at closing and except where the Borrower has obtained the requisite local, state, and/ or federal permits and approvals, Borrower does not and will not generate nor have in Borrower's possession any hazardous or toxic wastes, chemicals or other substances, the generation or possession of which are governed by local, state and/or environmental laws, ordinances, decrees, regulations and statutes (to be referred to as "Environmental Wastes"). Borrower further represents and warrants that Borrower is not presently the subject of any environmental inquiry, litigation, administrative proceeding or threat thereof by a governmental authority or other party, and that Borrower shall promptly notify the Lender of same if any of the foregoing does occur. Borrower also represents and warrants to Lender the Borrower is not subject to any judgment, decree, order or citation relating to or arising out of a violation of local, state or federal environmental laws or regulations. Borrower shall also provide Lender when applicable with copies of all appropriate environmental permits and approvals.

Borrower warrants and represents that there are not now, nor to the Borrower's knowledge after reasonable investigation, have there ever been Environmental Wastes stored, deposited, treated, recycled or disposed of on, under, or at the Mortgaged Property (including tanks or other facilities thereon containing such materials), which materials or contained materials, if known to be present on the property or present in soils or ground water, would require clean up, removal, or other remedial action under environmental laws.

The Borrower will indemnify and hold harmless, the Lender, its successors, assigns, employees, agents, parent, affiliates and subsidiaries, and each of them, from any and all claims, suits, damages, liabilities and expenses arising out of or in connection with any alleged or actual pollution or contamination of the ground, water or air of, on or near the Mortgaged Property.

Upon Lender's request, Borrower will periodically provide environmental assessments or compliance audits and agrees that Lender may at any time hire the services of an environmental consulting and/or testing company to inspect the Mortgaged Property with the costs thereof to be charged to the Borrower. Borrower shall not rely on such inspection nor shall Borrower be relieved thereby of conducting Borrowers own environmental audit or taking such other steps as are necessary to comply with environmental laws and regulations.

If the Mortgaged Property is used for residential purposes, the preceding shall not apply to the presence, use, or storage on the Mortgaged Property of small quantities of Environmental Wastes that are generally recognized to be appropriate to normal residential uses and to maintenance of the Mortgaged Property.

33. **Agricultural Property.** Borrower acknowledges that the Mortgaged Property is commercial property and is not "agricultural property" as the same is defined under Iowa law.

34. **Spouse.** The spouse, if any, of the Borrower, if an individual, joins in this Mortgage solely to waive any and all rights of dower, curtsey, distributive share or other marital interest in the Mortgaged Property subject to this Mortgage.

35. **Copies.** By signing below, the undersigned acknowledge receipt of a copy of this instrument as of the date hereof.

36. **Further Assurances**. At any time and from time to time until payment in full of the Obligations, the Borrower will, at the request of the Lender, promptly execute and deliver to the Lender such additional instruments as may be reasonably required to further evidence the lien of this Instrument and to further protect the security interest of the Lender with respect to the Mortgaged Property, including, without limitation, additional security agreements, financing statements, and continuation statements. Any expenses incurred by the Lender in connection with the preparation and recordation of any such instruments, including, but not limited to reasonable attorneys' fees, shall be included in the Obligations. Unless the Borrower and the Lender agree in writing to other terms of repayment, such amounts shall be immediately due and payable.

IN WITNESS WHEREOF, Borrower has caused this Instrument to be executed by its representative thereunto duly authorized.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

BENTON/LINN WIRELESS L.L.C.

BY: Charles W. Eldred
Charles W. Eldred, President

BY: John C. Brady
John C. Brady, Secretary

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 1st day of March, 2000 before me, a Notary Public in and for the State of Iowa, personally appeared Charles W. Eldred and John C. Brady, to me personally known, who being by me duly sworn did say that they are the President and secretary, respectively, of BENTON/LINN WIRELESS L.L.C. and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said Charles W. Eldred and John C. Brady acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in the State of Iowa.

12-3-00

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EXHIBIT A

Legal Description

Tax Parcel ID#: 690000200400

Lots 10-14, Block 13 town of Ryan, Iowa.