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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by/Return to: Matthew G. McQuillen, 209 E Main, Anamosa, IA 52205 - Phone: 319-462-3577

DEED OF TRUST

THIS Deed of Trust is made and executed this 23 day of October, 2008, by Marty P. Burlage and Stacey R. Burlage, husband and wife, of 24083 Valley Rd., Monticello, IA 52310, (hereinafter referred to as "Borrower") in favor of Gary Cuckler, of 14221 Richland Rd., Monticello, IA 52310, (hereinafter referred to as "Lender").

For good and valuable consideration, receipt of which is hereby acknowledged, Borrower conveys to Lender the following described real estate located in Delaware County, Iowa for security purposes:

The Southeast Quarter (SE 1/4) except the South twenty (20.0) feet thereof, and the South one-half (S 1/2) of the Northeast Quarter (NE 1/4) except the North two (2) rods of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), all in Section Thirty Six (36), Township Eighty Seven (87) North, Range Three (3), West of the Fifth P.M.

and also all of the rents and profits therefrom.

This conveyance is for security purposes only and is intended to secure any and all obligations owed by Borrower to Lender.

Borrower agrees to pay all taxes and assessments, general or special, against any of the real estate described herein before such taxes or special assessments become delinquent. Borrower further agree to keep all said property and the buildings thereon, if any, insured against loss or damage by fire with extended coverage during the existence of this Deed of Trust, and at least the insurable value of such buildings. Said insurance coverage shall be with companies of good standing. Borrower agrees that in the event of loss or damage of any such property by any of the hazards insured against, that the proceeds of such insurance, at the option of Lender, shall be paid to and received by Lender and applied toward payment of the obligations secured by this Deed of Trust.

It is agreed by the parties that in the event of the nonpayment of any of the obligations and liabilities which are secured by this Deed of Trust, or in the event of the failure of Borrower to

keep and perform any of the conditions contained herein, then the whole amount of the principal and interest secured by this Deed of Trust then unpaid shall become due and payable at the option of Lender, or its successors and assigns, and that suit may be brought for the collection thereof, and for the foreclosure of this Deed of Trust. It further agreed between the parties that Lender, may, if it so elects, to pay any delinquent taxes, general or special, against the real estate secured by this Deed of Trust, and insurance premiums and that any moneys so expended shall become part of the obligations secured hereby in addition to the other notes and obligations secured hereby and shall draw interest at the rate of ten (10) per cent per annum from the date of such actual advancement by Lender until repayment thereof.

Borrower agrees that in the event legal proceedings by foreclosure or otherwise are instituted to collect any of the notes or obligations or liabilities secured by this Deed of Trust, that Lender may recover a reasonable attorney fee and also the reasonable cost and expense of an abstract of title and title search, which amount shall be added to the debt secured hereby and shall become a lien upon all of the property encumbered hereby, with all of such items to be taxed as part of the costs in any judgment or decree rendered in such legal proceedings.

It is further agreed that in the case of default in any respect in the strict performance of any of the covenants or conditions of this Deed of Trust, that Lender shall be entitled to the appointment of a receiver who shall have the power to take and hold possession of the real estate encumbered hereby, and rent the same and collect the rents and profits therefrom, and such rights shall in no event be barred or forfeited by reason of a judgment, decree or sale in foreclosure and the right to have such receiver appointed on application of Lender shall exist during the statutory period of redemption, regardless of the solvency or insolvency of Borrower and regardless of the value of the real estate encumbered by this Deed of Trust, and regardless of whether waste, loss or destruction of the rents and profits of said real estate exists.

Dated this 23 day of October, 2008.

Marty P. Burlage

Stacey R. Burlage

STATE OF IOWA, COUNTY OF JONES: ss

This instrument was acknowledged before me on October 23, 2008 by Marty P. Burlage and Stacey R. Burlage, husband and wife.

Notary Public in and for Said State

NOTARIAL SEAL IOWA

MATTHEW G. McQUILLEN
COMMISSION NO. 147941
MY COMMISSION EXPIRES
NOVEMBER 4, 2009