Book 2009 Page 1956

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mm 119.00*

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

This instrument prepared by
and after recording return to:
The Prudential Insurance Company
of America
801 Warrenville Road Suite 150
Lisle, Illinois 60532

SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT
(IOWA)

THIS SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT (hereinafter called "Mortgage"), made the 18 day of May, 2009, between **MYRON C. ZUMBACH AS TRUSTEE OF THE MYRON C. ZUMBACH REVOCABLE TRUST U/T/A DATED SEPTEMBER 30, 2002 AND MYRON C. ZUMBACH AND ROSE ANN BACON AS SUCCESSOR CO-TRUSTEES OF THE CAROL M. ZUMBACH REVOCABLE TRUST U/T/A DATED SEPTEMBER 30, 2002** (hereinafter collectively called "Mortgagor") and **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,** a New Jersey corporation (hereinafter called "Mortgagee"),

M.L.Z. 5/18/09

HOMESTEAD EXEMPTION WAIVER

I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this Mortgage, I voluntarily give up my right to this protection for this property with respect to claims based on this Mortgage.

Myron C. Zumbach

Myron C. Zumbach individually and as Trustee and as Beneficiary of the Myron C. Zumbach Revocable Trust u/t/a dated September 30, 2002

Dated: May 18 2009

Myron L. Zumbach

Myron C. Zumbach under power of attorney for Carol M. Zumbach and as Successor Co-Trustee of the Carol M. Zumbach Revocable Trust u/t/a dated September 30, 2002

Dated: May 18 2009

CHG 0% #10.00 ENV. Box Shumank P.O. Box 351 Monticello IA 52310-0351

Rose Ann Bacon

Rose Ann Bacon as Successor Co-Trustee of the Carol M. Zumbach Revocable Trust u/t/a dated September 30, 2002

Dated: 4/24/09

WITNESSETH:

THAT WHEREAS, Mortgagor is indebted to Mortgagee in the original principal sum of One Million Six Hundred Twenty Thousand and No/100 (U.S.$ 1,620,000.00) Dollars as evidenced by Mortgagor's Note dated July 20, 2004 (hereinafter called "Note"), providing for installments of principal and interest at the rate set forth in the Note and all other terms and conditions set forth therein, with the balance of the indebtedness due and payable on January 1 2014; and

WHEREAS, Mortgagor has heretofore mortgaged, for the benefit of Mortgagee, certain premises located in Delaware and Jones Counties, Iowa, the terms and conditions of which mortgage are forth in a Mortgage dated July 20, 2004 given to secure the Note and which Mortgage was recorded in the office of the Recorder's Office for Delaware County, Iowa on July 23, 2004 in Book 2004 at Page 2747 and recorded in the Recorder's Office for Jones County, Iowa on July 28, 2004 in Book 32005, page 2782;

WHEREAS, Mortgagor has represented to Mortgagee that it has title to the property being offered as additional and substituted security, which property is located in Delaware County, Iowa and is described on Exhibit "A" attached hereto and incorporated herein by this reference and that Mortgagor has full and lawful authority to mortgage and encumber the same; and

WHEREAS, Mortgagor is desirous of offering to the Mortgagee property not originally mortgaged, as additional security for the Note, and has requested that Mortgagee accept the offer of such additional security and release from aforesaid Mortgage certain other real property located in Delaware County, Iowa; and

WHEREAS, Mortgagor, as an inducement for Mortgagee to consent to the release of a certain portion of the property located in Delaware County, Iowa from the lien of the Mortgage, as requested by Mortgagor, and for Mortgagee to enter into this Supplemental Mortgage, Mortgagor has represented and warranted to Mortgagee that the lien to be created in favor of Mortgagee on the premises described on Exhibit "A" shall be a first and best lien against the said property and,

WHEREAS, Mortgagee was induced by the representations of the Mortgagor and has consented to the request of Mortgagor for the release of certain real property from the lien of the Mortgage and Mortgagee made it a condition for its release of the property from the lien of the Mortgage that Mortgagor execute and deliver this Supplemental Mortgage and that the lien created hereby is insurable as a first and best lien against the property described in Exhibit "A" and further conditioned that the lien created hereby shall not be deemed or construed to in any manner release, limit, or otherwise effect the first lien priority of the Mortgage and Mortgagor's liabilities and obligations thereunder:

NOW THEREFORE, to secure for Mortgagee (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, (b) the payment of all other sums advanced in accordance with the Note, the Mortgage or this Supplemental Mortgage, including, without limitation, any future advances made to or on behalf of Mortgagor by Mortgagee (hereinafter called "Future Advances"), and (c) the performance by Mortgagor of all covenants, conditions, stipulations and agreements contained herein and in the Note and/or the Mortgage:

Granting Clause

Mortgagor does by these presents **GRANT, BARGAIN, SELL, TRANSFER, PLEDGE, MORTGAGE, WARRANT, HYPOTHECATE and CONVEY** to Mortgagee, its successors and assigns forever all of the following described property, including all of the rights, title, interest and estate of Mortgagor, in and to the following:

A. **Land and Improvements**

As one tract, all those certain lots, pieces or parcels of land and other estates or interests in real estate (hereinafter referred to as the "Land") together with and including all right, title, interest and estate of Mortgagor therein, situate, lying and being in the County of Delaware, State of Iowa, legally described as:

The East one-half (E1/2) of the Southeast Quarter (SE1/4) and the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Eighty-Seven (87) North, Range Five (5), West of the Fifth P.M., except Parcel A, Part of the Southeast Quarter (SW1/4) of the Southeast Quarter (SE1/4) and Part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Eighty-Seven (87) North, Range Five (5) West of the Fifth P.M., Delaware County, Iowa, according to the Plat recorded in Book 8 Plats, Page 95.

Together with all estates, tenements, hereditaments, privileges, easements, franchises, licenses, permits and appurtenances belonging or in any wise appertaining to the Land; and all improvements (hereinafter referred to as the "Improvements") which are located on the Land including, without limitation, buildings, grain bins, storage bins, water towers, windmills, fences, all utility lines and equipment, irrigation and drainage equipment of all types, air conditioning and heating equipment, and all additions, substitutions and replacements thereof. The Land and Improvements are hereinafter collectively referred to as the "Mortgaged Premises."

B. **Leases, Rents and Other Privileges**

All rents, issues, revenues and profits including, without limiting the generality of the foregoing, all interest of Mortgagor in and to all present and future leases, tenancies and occupancies of the Land or the Improvements or of the oil, gas or mineral rights or of space in the Improvements and in and to any sublease of the aforementioned property, and all the estate, right, title and interest, claim and demand whatsoever, at law or in equity, which Mortgagor now has or may hereafter acquire in and to such property together with the right, but not the obligation, to collect, receive and receipt for all such rents and apply them to the indebtedness secured hereby and to demand, sue for and recover the same when due or payable. By acceptance of this Mortgage,

the Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to the Mortgagor and subsequent owners of the property, that until an event of default shall occur or shall have been declared by Mortgagee, giving the Mortgagee the right to foreclose the Mortgage and/or this Supplemental Mortgage, Mortgagor may collect, receive and enjoy such rents. The assignment made by this paragraph shall not impair or diminish the obligation of Mortgagor under the provisions of such leases nor shall the obligation be imposed upon the Mortgagee.

C. **Other Property Conveyed**

(1) All rights in and to easements, common areas and access or use rights over roads or rights-of-way or utility easements on adjacent properties heretofore granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues, and alleys adjoining the Mortgaged Premises.

(2) All personal property described on Exhibit "B" attached hereto and by reference made a part hereof.

(3) All judgments, awards of damages, settlements and other compensation hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Premises or any part thereof under power of eminent domain. Mortgagee is hereby authorized, on behalf and in the name of the Mortgagor, to execute and deliver valid acquittances for and to appeal from any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses (including costs and attorney's fees) on the indebtedness secured hereby in such manner as it elects, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the said indebtedness is otherwise adequately secured, or, at Mortgagee's sole option, the entire amount or any part thereof so received may be released to Mortgagor.

(4) All rights of Mortgagor to water for irrigation or other purposes including but not limited to Mortgagor's riparian rights (if any), rights to subsurface water, rights now or in the future obtained in water available through irrigation projects whether public or private, together with all rights and ownership in any water stock owned in connection with a right to receive water for use upon or in connection with the Mortgaged Premises.

(5) All rights to receive, participate in, or otherwise secure the benefits of any and all government programs, including but not limited to set aside programs, payment in kind programs, and government loans which are available for use in connection with the Mortgaged Premises.

(6) All rights to drain the Mortgaged Premises including rights in drainage districts (and the right to vote for and elect representatives in such drainage districts) together with all rights of Mortgagor in agricultural co-operatives for milling, ginning, grinding, storage and marketing of crops harvested from the Mortgaged Premises.

All of the property, rights and interest described in the foregoing Granting Clause, and intended to be Mortgaged hereby, being collectively hereinafter referred to as the

"Property."

TO HAVE AND TO HOLD the Property unto the Mortgagee, its successors and assigns, forever.

PROVIDED, ALWAYS, that this Supplemental Mortgage is upon the express condition that if the Mortgagor shall pay or cause to be paid all indebtedness secured hereby and shall keep, perform and observe, all and singular, the covenants and promises in the Note and the Mortgage and the Mortgagor shall keep, perform and observe, all and singular, the covenants, agreements and provisions in this Supplemental Mortgage expressed to be kept, performed and observed by the Mortgagor, then this Supplemental Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Supplemental Mortgage shall be released by Mortgagee upon the written request and at the expense of the Mortgagor. Otherwise, this Supplemental Mortgage shall remain in full force and effect, and provided that the Mortgagor comply with each and every covenant, condition, term and agreement hereof, possession and the right of possession shall be reserved to Mortgagor.

Mortgagor covenants and agrees with Mortgagee as follows:

1. **TITLE TO THE PREMISES**. Mortgagor covenants that the Mortgagor is lawfully seized of the Property, in fee simple, and has the right to convey the Property; that the Property is free from all liens and encumbrances except as otherwise listed herein; that Mortgagee shall quietly enjoy the Property; and that Mortgagor does warrant and will defend the title to the Property against all claims, whether now existing or hereafter arising, not hereinbefore expressly accepted. The covenants and warranties of this paragraph shall survive foreclosure of this Supplemental Mortgage and shall run with the land.

2. **PAYMENT OF PRINCIPAL AND INTEREST**. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note and the principal of and interest on any Future Advances secured by the Mortgage and/or this Supplemental Mortgage

3. **TAXES AND ASSESSMENTS**. Mortgagor shall pay, when due before penalty, all taxes and assessments and all other charges whatsoever levied upon or assessed or placed against the Property by making payment directly to the payee thereof or, if the Mortgagee so designates, by making payment in accordance with Paragraph 5 hereof and Mortgagor shall promptly deliver to Mortgagee any official receipts received by Mortgagor. Mortgagor shall likewise pay all taxes, assessments and other charges levied upon or assessed, placed or made against or measured by this Supplemental Mortgage or the recordation hereof or the indebtedness secured hereby, provided that the Mortgagor shall not be obligated to pay any such tax, assessment or other charge if such payment would be contrary to law or would result in the payment of an unlawful rate of interest on the indebtedness secured hereby. Mortgagor shall promptly furnish to Mortgagee all notices received by Mortgagor of amounts delinquent under this paragraph. Mortgagor agrees to pay a one time fee to reimburse Mortgagee for costs incurred in engaging a tax service to provide periodic reports to Mortgagee on the status of real estate taxes on the Mortgaged Premises. In the event of the passage after the date of this Supplemental Mortgage of any applicable law creating or providing for any tax, assessment or charge which may not be lawfully paid by Mortgagor, the entire indebtedness secured hereby, together with interest due thereon, shall, at the option of Mortgagee, be immediately due and payable.

4. **LIENS**. Mortgagor shall keep the Property free from all liens, whether prior

or subordinate to this Supplemental Mortgage, other than the lien of current real estate taxes and installments of official assessments with respect to which no penalty is yet payable.

5. **FUNDS FOR TAXES AND INSURANCE**. If requested at any time or from time to time by Mortgagee, Mortgagor shall make monthly deposits with Mortgagee in addition to the payments required by the Note until the Note is paid in full in a sum (hereinafter "Funds") equal to one-twelfth of the yearly taxes and assessments levied against the Property plus one-twelfth of yearly premium installments on insurance required under Paragraph 8 hereof, all as estimated initially and adjusted from time to time by Mortgagee to be applied by Mortgagee to pay such taxes, assessments and insurance premiums. Unless an agreement is made or applicable law requires that interest be paid on the Funds, no earnings or interest shall be payable to Mortgagor on the Funds. The Funds are pledged as additional security for the sum secured by this Supplemental Mortgage. Such Funds shall not be, nor be deemed to be, trust funds and, unless applicable law provides otherwise, Mortgagee shall have the right to hold the Funds in any manner Mortgagee elects and may commingle the Funds with other monies held by Mortgagee.

Any insufficiency of the Funds to pay the aforesaid charges when due shall be paid by Mortgagor to Mortgagee on demand upon notice from Mortgagee. If, by reason of default by Mortgagor and under any provision of this Supplemental Mortgage, Mortgagee declares all sums secured hereby to be due and payable, Mortgagee may then apply any or all of the Funds against the indebtedness secured hereby.

Mortgagee may from time to time waive and after any such waiver reinstate any or all provisions hereof requiring such deposits by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided and provide Mortgagee with proof of payment of the same.

6. **FAILURE TO MAKE PAYMENTS**. In the event the Mortgagor fails to pay any taxes, liens or judgments as herein provided or fails to maintain insurance as herein provided, Mortgagee, at its sole option, may make such payment(s) or provide such insurance, and the amount paid therefor shall be immediately due and payable by Mortgagor and, until paid, shall be secured by this Supplemental Mortgage and shall bear interest at the default rate provided for in the Note until paid. Such payment by Mortgagee shall not in any way restrict Mortgagee's other rights afforded hereunder or by operation of law. Nothing contained herein shall be construed as requiring Mortgagee to make any payment or maintain any insurance whatsoever pertaining to the subject Property.

7. **APPLICATION OF PAYMENTS**. Unless applicable law provides otherwise, all payments received by Mortgagee under the Note and Paragraph 5 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagor under Paragraph 5 hereof (if Mortgagee has requested that periodic deposits be made pursuant to the provisions of paragraph 5), then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

8. **HAZARD INSURANCE**. Mortgagor shall keep the buildings and other improvements now existing or hereafter erected on the Mortgaged Premises insured by insurance carriers satisfactory to Mortgagee against loss by fire and other hazards included in the term "Extended Coverage". The provider of the insurance and the form of policy shall be acceptable to Mortgagee. The policy or policies of insurance shall have loss payable provisions in favor and form acceptable to Mortgagee.

Mortgagor shall pay all premiums on such insurance by making payment, when due, directly to insurance carriers or, if Mortgagee so designates, by making payment in accordance with Paragraph 5 hereof. Mortgagee shall have the right to hold the policies and renewals thereof and Mortgagor shall promptly furnish to Mortgagee all renewal notices and paid premium receipts. In no event shall Mortgagee be held responsible for failure to pay for any insurance written where the funds deposited pursuant to paragraph 5 are insufficient for such payment or for any loss or damage growing out of a defect in any policy or growing out of any failure of any insurance company to pay for any loss or damage insured against.

In the event of loss, Mortgagor shall give prompt notice by mail to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Mortgagor and Mortgagee shall jointly adjust the insurance provided, however, that if the claim is not paid within forty-five (45) days following the damage or destruction, the insurance may be adjusted by Mortgagee alone at any time after said forty-five day period. Mortgagee is authorized and empowered to collect and receive insurance proceeds, and to apply the insurance proceeds or any part thereof, at the sole discretion of Mortgagee, to the restoration or repair of the Property damaged or to the reduction of the indebtedness secured hereby, in such order of application as Mortgagee may determine. Any such application to the principal of the Note shall not extend or postpone the due date of any installments referred to in the Note or change the amount of such installments.

All policies of insurance are hereby assigned to Mortgagee as additional security for the payment of the indebtedness secured hereby. In the event of foreclosure of this Supplemental Mortgage, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

9. **DUE ON SALE OR ENCUMBRANCE**. In the event Mortgagor, without the prior written consent of Mortgagee, shall sell, convey, transfer, alienate, mortgage, sell on installment contract or encumber the Mortgaged Premises or any part thereof, or any interest therein or shall be divested of his title, or any interest therein in any manner or way, whether voluntary or involuntary, or in the event of any merger, consolidation or dissolution affecting Mortgagor or a transfer of a majority interest in Mortgagor or a transfer of a majority interest in any general partner of any Mortgagor which is a joint venture or general or limited partnership, or in the event of the transfer or other disposition of any interest in Mortgagor or any entity in Mortgagor's chain of ownership, whereby control of the management and operation of the Mortgaged Premises is no longer in Mortgagor, then in any of such events at the sole option of Mortgagee, Mortgagee may either (a) declare the entire outstanding principal balance, together with all accrued interest and a prepayment charge calculated in accordance with terms set forth in the Note, to be immediately due and payable, or (b) raise the interest rate due on the Note in which event such rate shall immediately increase to the maximum lawful rate of interest for the jurisdiction in which the Property is located unless the Mortgagee shall otherwise give the Mortgagor written notice of Mortgagee's election, at its sole option, to accept a specified increased rate of interest which is less than the maximum lawful rate. This provision shall not apply to transfers of title or interest under any Will or Testament or applicable law of descent.

10. **BANKRUPTCY**. In the event that (a) any Borrower (hereinafter defined) shall file or there shall be filed against such Borrower a petition in bankruptcy or insolvency or a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the bankruptcy laws of the United States or under any other applicable Federal, State or other statute or law and such proceeding shall

not be dismissed within thirty (30) days after commencement thereof, or (b) a receiver, trustee or liquidator shall have been appointed with respect to Borrower or all or any substantial part of any Borrower's property and such appointment shall not have been vacated within thirty (30) days then, in any such event, Mortgagee may, at its option, declare the principal of the Note hereby secured and then outstanding to be due and payable immediately and upon such declaration the entire said principal so declared to be due and payable together with any other sums secured hereby shall become and be due and payable immediately, anything in this the Mortgage, this Supplemental Mortgage or in said Note to the contrary notwithstanding, to the extent permitted by law. For the purposes of this paragraph, "Borrower" shall mean any person who executed or assumed the Note or any guarantor of the Note or any owner of the Mortgaged Premises, or of any interest therein, including any shareholder of a corporation, joint venture or joint venturer, general or limited partnership or general partner, or land trustee or beneficiary (or any general partner or joint venturer of any joint venture or general or limited partnership which is a beneficiary).

11. **PRESERVATION OF PROPERTY**. Mortgagor shall keep the buildings and other improvements now or hereafter erected on the Mortgaged Premises in good repair and condition and shall provide all utility services necessary for the operation and preservation of the Property. Mortgagor shall commit or permit no waste and shall not materially alter the design or structural character of the buildings now or hereafter erected on the Land without the prior written consent of Mortgagee and in no event shall Mortgagor do any act or thing which would unduly impair or depreciate the value of the Property. Mortgagor shall not abandon the Property. Mortgagor shall conform to the standards of good husbandry and shall, at all times, act so as to minimize erosion and depletion of the soil. Mortgagor shall utilize available water in conformance with current agricultural practices so as to avoid excessive depletion of available water supplies.

12. **RIGHT TO INSPECT**. Mortgagee, or its agents, shall have the right, at all reasonable times, to enter upon the Mortgaged Premises for the purposes of inspection thereof without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor provided, however, Mortgagee shall give Mortgagor notice prior to any such inspection.

13. **PROTECTION OF MORTGAGEE'S SECURITY**. If Mortgagor fails to perform any of the covenants and agreements contained in this Supplemental Mortgage or if any action or proceeding is commenced which does or may adversely affect the Mortgaged Premises or Property or the interest of the Mortgagor or Mortgagee therein, or the title of the Mortgagor thereto, or if Mortgagee shall be a made a party to any such action or proceeding, including a Bankruptcy proceeding in which the Mortgagor or any Borrower as defined in paragraph 10 is a debtor, then the Mortgagee, at its sole option, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, obtain appraisals and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Mortgagee shall be the sole judge of the legality, validity and priority of claims, liens, encumbrances, taxes, assessments, charges and premiums paid by it and of the amount necessary to be paid in satisfaction thereof. In the event that, after damage to or destruction of the Mortgaged Premises or condemnation of a portion thereof or a sale under threat thereof, the Mortgagee elects to restore the Mortgaged Premises and the insurance, sale or condemnation proceeds as the case may be which are paid to Mortgagee are not sufficient for such restoration, Mortgagee may effect the restoration in such manner as it determines. Mortgagee is hereby given the irrevocable power of attorney (which power is coupled with an interest given for security and is irrevocable) to enter upon the Mortgaged Premises as the Mortgagor's agent and in Mortgagor's name to perform any and all covenants to be performed

by the Mortgagor as herein provided. All amounts disbursed or incurred by Mortgagee pursuant to this Paragraph 13, including but not limited to reasonable attorney's fees, shall be payable upon demand, shall bear interest at the default rate set forth in the Note from the date of disbursement or the date incurred and shall become an additional amount secured hereunder. Mortgagee shall, at its option, be subrogated to any encumbrance, lien, claim or demand, paid or discharged by Mortgagee, and to all the rights and securities for the payment thereof and any such subrogation rights shall be additional and cumulative security for this Supplemental Mortgage. Nothing contained in this Paragraph 13 shall require Mortgagee to incur any expense or do any act hereunder and Mortgagee shall not be liable to Mortgagor for any damages or claims arising out of action taken or not taken by Mortgagee pursuant to this Paragraph 13.

14. **FORBEARANCE BY MORTGAGEE NOT WAIVER**. Any delay or forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of any such right or remedy or any other right or remedy hereunder or at law or equity. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured hereby. Mortgagee's receipt of any awards, proceeds or damages under Paragraph 8 or Granting Clause C (3) hereof shall not operate to cure or waive default by Mortgagor.

15. **MORTGAGOR NOT RELEASED; PRIORITY SUBSEQUENT TO MODIFICATION**. Extension of time for payment or modification of amortization of sums secured by this Supplemental Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against any such successor and may or may not refuse to extend time for payment or otherwise modify amortization of the sums secured by this Supplemental Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any agreement hereafter made by Mortgagor and Mortgagee relative and pursuant to this Supplemental Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

16. **FUTURE ADVANCES**. Upon request of Mortgagor, Mortgagee, at its option, prior to discharge of this Supplemental Mortgage, may make Future Advances to Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Supplemental Mortgage. Nothing herein contained shall imply any obligation on the part of any holder of the Note to make any such additional loan. Future advances, if any, will not exceed 25% of the principal amount set forth on the first page of this Supplemental Mortgage.

17. **DEFAULT**. Each of the following occurrences shall constitute an event of default hereunder:

a. Failure of Mortgagor to pay when due any amount payable under the Note or any other indebtedness secured by this Supplemental Mortgage;

b. Failure of Mortgagor to duly perform or observe any of the other covenants contained in the Mortgage and/or in this Supplemental Mortgage and/or the Note;

c. Commission by Mortgagor of any act of bankruptcy or a general assignment for the benefit of creditors, or if any proceeding is instituted by or against

Mortgagor for any relief under any bankruptcy or insolvency laws, or if a receiver is appointed or a writ or order of attachment or garnishment is made or issued, or if any proceeding or procedure is commenced or any remedy supplementary to or in enforcement of a judgment is employed against, or with respect to any property of Mortgagor;

d. Any representation or warranty made by Mortgagor herein is untrue or misleading in any material respect; or

e. A default in any other security instrument taken in conjunction with the Mortgage and/or this Supplemental Mortgage shall constitute a default in the Mortgage and this Supplemental Mortgage.

Upon occurrence of any such event of default, Mortgagee may declare immediately due and payable all indebtedness secured by the Mortgage and this Supplemental Mortgage and foreclose the Mortgage and this Supplemental Mortgage by action or advertisement, pursuant to the statutes of the State in which the Mortgaged Premises are located. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence to the full extent permitted by law; (b) to all sums secured by the Mortgage and this Supplemental Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. **WAIVER: HOMESTEAD AND SEPARATE TRACTS**. Mortgagor acknowledges that the Property has been offered to Mortgagee as a single economic unit, and has been valued as such by Mortgagee for the purpose of appraising the security furnished thereby. Mortgagor, for itself and for all others claiming through or under it, hereby irrevocably waives and relinquishes (to the extent, if any, permitted by applicable law) all benefit from and agrees to never plead or take advantage of any and all present and future laws, regulations or decisions, in every jurisdiction, state or federal, relating to (a) homestead, dower, curtesy, or other similar exemptions; (b) requirement that the real estate Mortgaged hereby be sold as separate tracts or units in event of foreclosure hereof and Mortgagor hereby authorizes and empowers Mortgagee, in such event, to sell the Property in one tract or otherwise, at its sole option, anything in the Mortgage and/or in this Supplemental Mortgage to the contrary notwithstanding; (c) the valuation or appraisement of the Property prior to any sale thereof; (d) any stay, moratorium or extension of the time of any sale of the Property; and (e) marshalling of assets.

19. **SEPARATE ESTATES**. As an express inducement to Mortgagee to make the loan secured hereby and for other good and valuable consideration to the Mortgagor, in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby waive for himself, his heirs, executors and assigns, in the event of foreclosure of the Mortgage and/or of this Supplemental Mortgage, any equitable right, otherwise available to either, in respect to marshalling of assets hereunder so as to require the separate sales of the fee estate and leasehold estate encumbered hereby or to require Mortgagee to exhaust its remedies as against either the fee estate or leasehold estate before proceeding against the other and further, in the event of such foreclosure, Mortgagor does hereby expressly consent to and authorize, at the option of the Mortgagee, the sale, either separately or together, of the fee estate and leasehold estate, or otherwise, the merger, prior to sale, of the leasehold estate into the fee estate in order that the fee estate may be sold free and clear of such leasehold estate.

20. **ADDITIONAL SECURITY DOCUMENTS**. This Supplemental Mortgage shall constitute a security agreement with respect to (and the Mortgagor hereby grants the Mortgagee a security interest in) all personal property and fixtures included in the Property. The Mortgagor, upon request by Mortgagee, will execute, acknowledge and deliver to Mortgagee a Security Agreement, Financing Statement or other similar security instruments, in form satisfactory to Mortgagee, covering any Property which, in the sole opinion of Mortgagee, is essential to the operation of the Mortgaged Premises and concerning which there may be any doubt whether the title to same has been conveyed by or a security interest perfected by this Supplemental Mortgage under the laws of the State in which the Mortgaged Premises is located and Mortgagor will further execute, acknowledge and deliver any financing statement, affidavit, continuation statement or certificate or other document as Mortgagee may request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of such security instrument. The Mortgagor further agrees to pay to Mortgagee, on demand, all costs and expenses incurred by Mortgagee (including reasonable attorney's fees) in connection with the preparation, execution, recording, filing and refiling of any such document and in connection with the exercise of any right or remedy hereunder. Mortgagor further agrees to execute or re-execute any and all documents as may be necessary to correct or perfect the interest of the Mortgagee granted by this instrument.

21. **NO WATER SALES**. Mortgagor shall not enter contracts to supply water to third persons or other properties without the prior written consent of Mortgagee. No such contract shall subject Mortgagor or any successor in interest to regulation and governance by a public body or as a public utility or water company.

22. **ADDITIONAL FILINGS**. Mortgagor shall, as may be requested by Mortgagee from time to time, execute such documents and assist in filing or recording thereof as may be necessary in the sole judgment of Mortgagee to perfect Mortgagee's lien upon any or all of the Property.

23. **COLLECTION OF RENTS/APPOINTMENT OF RECEIVER**. With respect to rents, issues and profits herein assigned, Mortgagor does hereby appoint Mortgagee his attorney-in-fact (which power is coupled with an interest given for security and is irrevocable) to receive, collect and receipt for all sums due and owing for such use, rents and occupations as the same may accrue and out of the amount so collected to pay and discharge all sums delinquent under the terms of this Supplemental Mortgage. For the purpose aforesaid, Mortgagee may enter upon and take possession of the Mortgaged Premises and/or Property and manage and operate the same and take any action which, in Mortgagee's sole judgment, is necessary or proper to conserve the value of the same. Mortgagee may also take possession of and, for these purposes, use any and all of the Property used by Mortgagor in the operation, rental or leasing thereof or any part thereof. The expense, including any Receiver's fees incurred pursuant to the powers herein contained, shall be secured by this Supplemental Mortgage. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually collected by Mortgagee. To the fullest extent permitted by law, Mortgagor does hereby consent to the appointment of a Receiver for the Mortgaged Premises by any court of competent jurisdiction upon Mortgagee's request at any time Mortgagor is in default or shall have been declared by Mortgagee to be in default under any of the provisions of the Note or the provisions of paragraph 17 above.

24. **COMPLIANCE WITH LAW; HAZARDOUS MATERIALS**. Mortgagor will at all times comply and will cause all tenants/occupants of the Mortgaged Premises to comply

with all present and future laws and requirements of any governmental body relevant to the Mortgaged Premises and Mortgagor's ownership and operation of the Mortgaged Premises including, without limitation, all laws and regulations regarding the use, discharge, generation, removal, transportation, storage, disposal or handling of any insecticides, pesticides, herbicides and other toxic, hazardous or dangerous chemicals, substances and materials, or the containers in which they are shipped, handled or stored, on or about the Mortgaged Premises. Any breach of this provision by Mortgagor will be deemed a default under the Supplemental Mortgage and Mortgagee will be entitled to exercise all rights granted by the Supplemental Mortgage in the event of a default by Mortgagor or otherwise available at law or in equity including, without limit, the foreclosure of its lien on all or some of the Mortgaged Premises, expressly reserving the right to exclude from such foreclosure any portions thereof which are, have or may become contaminated by or with toxic/hazardous materials or substances.

Upon request of Mortgagee, Mortgagor shall periodically perform and provide Mortgagee with the results of environmental inspections or audits. If at any time, levels of contamination exceed any relevant standard established by applicable laws and regulations, Mortgagor shall promptly correct the problem. Mortgagor shall promptly provide Mortgagee with copies of all notices received from any federal, state or local governmental agency with regard to the possible or actual violation of a statute that would be a violation of this condition.

Mortgagor will not license, authorize, permit, agree or consent to the dumping or disposal on the property of any products, materials, chemicals, substances or by-products, of any nature whatsoever, by any third-party during the term of the Supplemental Mortgage.

Mortgagee will have the right during the term of the Supplemental Mortgage to enter the Mortgaged Premises for purpose of inspection thereof to enforce compliance with this condition and any other term or condition of the loan. Mortgagor hereby grants Mortgagee, its agents and employees an irrevocable and non-exclusive license to enter upon the Mortgaged Premises, at Mortgagee's sole option, to conduct testing and to remove or arrange for the removal of hazardous/toxic wastes or substances and the costs of testing and removal shall immediately become due to Mortgagee and shall be secured by this Supplemental Mortgage. Nothing contained herein shall be construed as requiring Mortgagee to conduct tests or undertake removal of hazardous/toxic waste or substances from the Mortgaged Premises. Similarly, if Mortgagee shall begin testing or removal activities upon the Mortgaged Premises, nothing contained herein shall be construed as requiring Mortgagee to complete any such activities once the same are begun. Rather, Mortgagee shall have the absolute right to cease and terminate any testing or removal activities on the Mortgaged Premises, at any time and at its sole election, without any duty, responsibility or liability for completion of the same.

Mortgagor shall not install or permit to be installed in the Mortgaged Premises, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws respecting such material. With respect to any such material currently present in the Mortgaged Premises, Mortgagor shall promptly comply with such federal, state or local laws, rules, regulations or orders, at Mortgagor's expense. If Mortgagor shall fail to so comply, Mortgagee may declare the Mortgage and/or this Supplemental Mortgage to be in default.

Mortgagor will indemnify and hold Mortgagee harmless from and against any or all loss, cost, damage, expense or liability it may suffer (including, without limitation, attorney's

fees and costs incurred in the investigation, defense and settlement of claims) that Mortgagee may incur as a result of or in connection with the assertion of any claim relating to the presence or removal of any hazardous waste or substance described in this section or a breach of this section by Mortgagor, any agent or employee of Mortgagor, or any predecessor or successor in interest with respect to the Mortgaged Premises. The indemnities described in this section shall survive any termination, satisfaction or foreclosure of the Mortgage and/or this Supplemental Mortgage.

25. **ABANDONMENT OF PERSONAL PROPERTY**. Any personal property remaining upon the Mortgaged Premises after the Mortgaged Premises has been possessed or occupied by Mortgagee following foreclosure of this Supplemental Mortgage or any deed in lieu of foreclosure shall be conclusively presumed to have been abandoned by Mortgagor or any other former owner thereof. Mortgagee shall in no way incur any liability or obligation to Mortgagor or any former owner of said personal property by reason of any action which Mortgagee in its sole discretion chooses to take with respect to said personal property. In no event shall Mortgagee be required to take any affirmative action in preserving, protecting or otherwise overseeing the deployment or storage of said personal property, nor shall Mortgagee incur any liability to Mortgagor or any former owner of said personal property because of failure to take such affirmative action with respect thereto.

26. **MORTGAGEE'S REMEDIES CUMULATIVE**. All remedies of Mortgagee are distinct and cumulative to any other remedy and right under this Supplemental Mortgage or afforded by law or equity and may be exercised concurrently or independently and as often as the occasion therefor arises. If the indebtedness secured hereby is now or hereafter, in whole or in part, further secured by security agreements, financing statements, pledges, contracts of guaranty, assignment of leases or other securities, Mortgagee may, at its sole option, exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

27. **SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY; CAPTIONS**. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective heirs, legal representatives, successors and assigns of the Mortgagee and Mortgagor. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants and agreements of Mortgagor shall be joint and several provided, however, that nothing contained in this Supplemental Mortgage in any way shall obligate Mortgagor's spouse to pay the Note or other indebtedness secured hereby unless such spouse also signs the Note. The captions and headings of the paragraphs of this Supplemental Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

28. **ASSIGNMENT OF MORTGAGE**. Mortgagee shall have the right, in its sole discretion, at any time during the term of the Mortgage and/or this Supplemental Mortgage to sell, assign, syndicate or otherwise transfer and/or dispose of all or any portion of its interest in the Note and this the and Mortgagor hereby permits and consents to Mortgagee's submission to its assignees of all financial data and all other information furnished by Mortgagor to Mortgagee.

29. **APPOINTMENT OF RECEIVER**. Mortgagor hereby grants to Mortgagee the right upon a default by Mortgagor, to secure and receive a court appointed Receiver for the Mortgaged Premises. THE APPOINTMENT OF THE RECEIVER (THE "RECEIVER") MAY BE UPON EX PARTE MOTION BY MORTGAGEE WITHOUT NOTICE TO MORTGAGOR. Mortgagor hereby waives any right to notice for the appointment of a

Receiver, but Mortgagor reserves the right to contest, at a later date, the existence of Mortgagor's default. The Receiver shall have the right to immediately take possession of the Property, collect rents, engage a farm, ranch or grove management company to oversee daily activities, hire attorneys and accountants, expend funds for the preservation of the Property, sell crops and otherwise control the Property under direction of the Court. All costs and expenses of the Receiver, including fees and commissions payable to the Receiver and the Receiver's attorney's and accountant's fees, shall be paid by Mortgagor, and such repayment is secured by this Supplemental Mortgage.

30. **LITIGATION, COLLECTION AND BANKRUPTCY FEES AND EXPENSES**. Mortgagee may appear in or defend any action or proceeding at law or in equity, purporting to affect the security hereof, and Mortgagor hereby agrees to pay to Mortgagee (to the full extent permitted by law) all costs, charges and expenses, including costs of evidence of title and attorney's fees, in a reasonable sum, incurred in any such action or proceeding in which Mortgagee may appear or defend. Upon the commencement of any proceedings to collect the indebtedness or disbursements secured hereby, or any part thereof, by fore-closure of this Supplemental Mortgage or otherwise, there shall become due and Mortgagor agrees to pay (to the full extent permitted by law) all costs, fees and expenses of such proceeding, including a reasonable sum as and for an attorney's fee, as an additional indebtedness hereunder and under the Note secured hereby and it is agreed that this Supplemental Mortgage shall stand as security therefor. It is also agreed that Mortgagor will pay any amount Mortgagee may incur or pay for any abstract or continuation of abstract of title, certificate of insurance or title or other evidence of title, subsequent to this date, on any of the Property and this Supplemental Mortgage shall secure payment thereof.

31. **CONTINUING LIABILITY OF MORTGAGOR**. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said Note, and without notice or consent, (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; and (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Property herein described.

32. **INSPECTION OF FSA RECORDS**. Mortgagor hereby grants to Mortgagee, its officers and employees and Mortgagee's successors and assigns, the right to inspect and copy any and all records, reports, applications, forms and correspondence in the office of the United States of America, Department of Agriculture, Farm Services Administration (FSA) which relate to Mortgagor or the Mortgaged Premises.

33. **ERISA**. Mortgagor represents and warrants that the Mortgaged Premises are not the assets of an employee benefit plan and that neither the Note nor the exercise of Mortgagee's rights under the Note and Supplemental Mortgage constitute a nonexempt prohibited transaction under the Employee Retirement Income Security Act of 1974 ("ERISA"). In addition, Mortgagor represents and warrants to Mortgagee that neither it nor any of its partners or stockholders, as the case may be, will engage in any transaction which would cause the Note and Supplemental Mortgage (or the exercise by Mortgagee of any of its

rights under the Note and Supplemental Mortgage) to be a nonexempt prohibited transaction under ERISA.

34. **NOTICE**. Any notice from Mortgagee to Mortgagor hereunder shall be deemed to have been given by Mortgagee and received by Mortgagor when mailed by certified mail by Mortgagee to Mortgagor at the Property or at such other address as Mortgagor may designate, in writing, to Mortgagee. Any notice from Mortgagor to Mortgagee under this Supplemental Mortgage shall be deemed to have been given by Mortgagor and received by Mortgagee when received by Mortgagee at the Mortgagee's address stated above or at such other address as Mortgagee may designate to Mortgagor.

35. **ANNUAL BALANCE SHEETS AND OPERATING STATEMENTS.** Upon Mortgagee's request and within thirty days thereafter, Mortgagor shall furnish Mortgagee with current balance sheets and/or operating statements of like kind and quality and containing similar information as to income and expenses as was submitted by Mortgagor to Mortgagee at the time of Mortgagor's loan application. The right of the Mortgagee to request financial information as provided herein shall include the right to request information for multiple years but this right shall not be exercised more frequently than once each calendar year and no single request shall require Mortgagor to produce financial information for a period greater than the three (3) preceeding years.

36. **GOVERNING LAW; SEVERABILITY**. This Supplemental Mortgage shall be governed by the laws of the State in which the Mortgaged Premises is located. In the event any provision or clause of this Supplemental Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Supplemental Mortgage which can be given effect without the conflicting provisions and, to this end, the provisions of the Supplemental Mortgage are declared to be severable. In the event that any applicable law in effect on the date hereof limiting the amount of the interest or other items which may be lawfully charged against the Mortgagor is interpreted in a manner such that any payment provided for in this Supplemental Mortgage or in the Note, whether considered separately or together with other payments that are considered a part of this Supplemental Mortgage and Note transaction, violates such law and Mortgagor is entitled to the benefit of such law, such payment is hereby reduced to the extent necessary to eliminate such violation.

37. **REAFFIRMATION OF MORTGAGE AND SUPPLEMENTAL MORTGAGE:** Mortgagor acknowledges that all agreements, covenants, terms, conditions and provisions of the Note and Mortgage are hereby ratified, restated, confirmed and incorporated herein by this reference and shall be deemed to fully apply to the Mortgaged Premises herein conveyed with the same force and effect as if the Mortgage Premises herein conveyed had been originally set forth in the Mortgage in addition to that property originally encumbered and/or conveyed by the Mortgage to secure the Note. Nothing herein contained shall be deemed to release, limit or otherwise affect any liabilities, obligations or interests of the Mortgagor under the provisions of the Note or Mortgage. Any default under the terms, provisions and conditions of the Note and Mortgage dated July 20, 2004, as hereinabove referenced, or a default in this or any prior Supplemental Mortgage, shall also constitute a default under this Supplemental Mortgage and, likewise, any default under the terms of this Supplemental Mortgage shall constitute a default under the Mortgage and any prior supplemental mortgage thereto. It is the intention of the Mortgagor and the Mortgagee that this Supplemental Mortgage shall be incorporated into and form a part of the Mortgage and that the Mortgage and this Supplemental Mortgage, taken together, shall constitute but one document securing the Note and, in the event of any conflict between the terms of the

Mortgage and this Supplemental Mortgage, the terms, provisions, conditions, covenants and requirements of the Mortgage shall take precedence and be controlling.

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Mortgagor agrees to pay the indebtedness evidenced by the Note and secured by said Mortgage, as herein supplemented, and to perform the covenants and agreements contained in the Mortgage as herein supplemented.

IN TESTIMONY WHEREOF, Mortgagor has hereunto set its hand and seal the day and year first above written.

Myron C Zumbach

Myron C. Zumbach as Trustee of the Myron C. Zumbach Revocable Trust u/t/a dated September 30, 2002

Dated: May 18 2009

Myron L. Zumbach

Myron C. Zumbach as Successor Co-Trustee of the Carol M. Zumbach Revocable Trust u/t/a dated September 30, 2002 5/18/19

Dated: May 18 2009

Rose Ann Bacon

Rose Ann Bacon as Successor Co-Trustee of the Carol M. Zumbach Revocable Trust u/t/a dated September 30, 2002

Dated: 4/24/09

STATE OF Iowa)
) SS
COUNTY OF Lyon)

I, Robert Shimanek, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that **MYRON C. ZUMBACH,** whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he is the duly appointed, authorized and acting Trustee of the **MYRON C. ZUMBACH REVOCABLE TRUST U/T/A DATED SEPTEMBER 30, 2002** (the "Trust") and that as such and in such capacity he freely and voluntarily signed, sealed and delivered said instrument in his capacity as Trustee of the Trust and that he is duly and fully authorized by the Trust, and pursuant to the terms of the Trust Agreement, to execute and deliver the foregoing instrument for the uses and purposes therein expressed and to bind the Trust to the terms thereof.

Given under my hand and official seal, this 18 day of May, 2009.

Notary Public

NOTARIAL SEAL IOWA
ROBERT J. SHIMANEK
Commission Number 402470
My Commission Expires
1-15-12

STATE OF Kansas)
) SS
COUNTY OF Lyon)

I, Debra Chalupa, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that MYRON C. ZUMBACH and **ROSE ANN BACON**, whose names are subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that they are the duly appointed, authorized and acting Successor Co-Trustees of the **CAROL M. ZUMBACH REVOCABLE TRUST U/T/A DATED SEPTEMBER 30, 2002** (the "Trust") and that as such and in such capacity they freely and voluntarily signed, sealed and delivered said instrument in their capacity as Successor Co-Trustees of the Trust and that they are duly and fully authorized by the Trust, and pursuant to the terms of the Trust Agreement, to execute and deliver the foregoing instrument for the uses and purposes therein expressed and to bind the Trust to the terms thereof.

Given under my hand and official seal, this 24 day of April, 2009.

Debra Chalupa
Notary Public

DEBRA CHALUPA
Notary Public - State of Kansas
My Appt. Expires 8-30-2011

STATE OF IOWA)
)
COUNTY OF Jones)

I, Robert Shimanek, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that **MYRON L. ZUMBACH**, whose name is subscribed in the foregoing instrument, appeared before me this day, in person, and acknowledged that he is the duly appointed, authorized and acting Successor Co-Trustees of the **CAROL M. ZUMBACH REVOCABLE TRUST U/T/A DATED SEPTEMBER 30, 2002** (the "Trust") and that as such and in such capacity he freely and voluntarily signed, sealed and delivered said instrument in his capacity as Successor Co-Trustee of the Trust and that he is duly and fully authorized by the Trust, and pursuant to the terms of the Trust Agreement, to execute and deliver the foregoing instrument for the uses and purposes therein expressed and to bind the Trust to the terms thereof.

Given under my hand and official seal, this 12 day of May, 2009.

Notary Public

NOTARIAL SEAL IOWA
ROBERT F SHIMANEK
Commission Number 402470
My Commission Expires
2-15-12

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

The East one-half (E1/2) of the Southeast Quarter (SE1/4) and the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Eighty-Seven (87) North, Range Five (5), West of the Fifth P.M., except Parcel A, Part of the Southeast Quarter (SW1/4) of the Southeast Quarter (SE1/4) and Part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Eighty-Seven (87) North, Range Five (5) West of the Fifth P.M., Delaware County, Iowa, according to the Plat recorded in Book 8 Plats, Page 95.

EXHIBIT B

1. Any and all leases, both of record and unrecorded, which have been, are now or may hereafter be entered into by Assignor(s) as to all, or any part of the Premises described in the foregoing Assignment Of Leases, Contracts and Agreements to which this Exhibit B is attached and of which it forms a part.

2. Any and all other farming agreements, contracts, crop purchase agreements, growing contracts, supply contract and/or farm products purchase agreements which may now or hereafter be entered into by Assignors and which pertain to all or any part of the Premises described on Exhibit A attached to this Assignment or to the farm products produced thereon and/or the proceeds thereof.

3. That certain Farm Lease dated November 11, 2008 between James W. Hill as "Landlord" and Kevin Ries as "Tenant" to which Assignors herein are successor landlords.