Book 2009 Page 1957

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Inv. Box Shumaut P.O. Box 351 Monticello IA 52310-0351

After Recording Return To:
Prudential Ag Investment Office
Attn: Rita Troogstad
801 Warrenville Road Suite 150
Lisle, Illinois 60532

ASSIGNMENT OF LEASES, CONTRACTS, RENTS AND AGREEMENTS

THIS ASSIGNMENT entered into this 18 day of May, 2009 by and between **MYRON C. ZUMBACH, AS TRUSTEE OF THE MYRON C. ZUMBACH REVOCABLE TRUST UNDER TRUST AGREEMENT DATED SEPTEMBER 30, 2002 and MYRON C. ZUMBACH and ROSE ANN BACON, AS SUCCESSOR CO-TRUSTEES OF THE CAROL M. ZUMBACH REVOCABLE TRUST UNDER TRUST AGREEMENT DATED SEPTEMBER 30, 2002** (hereinafter individually or collectively "Assignor") and **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,** whose address is 801 Warrenville Road, Suite 150, Lisle, Illinois 60532 (hereinafter individually or collectively called "Assignee"),

RECITALS

WHEREAS, Assignor is the owner of certain real estate located in Delaware County, Iowa, which real estate is more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Assignor has the lawful right to execute and deliver the within Assignment of Leases, Contracts, Rents and Agreements to Assignee as additional security given to Assignee for the repayment of the Promissory Note made by some or all of the Assignors in favor of Assignee which Note is dated July 20, 2004 (the "Note") in the original principal amount of One Million Six Hundred Twenty Thousand and No/100 (U.S.$1,620,000.00) Dollars (hereinafter the "Note"); and

WHEREAS, the execution and delivery of this Assignment of Leases, Contracts, Rents and Agreements is a requirement of Assignee as a condition precedent for Assignee agreeing to release certain real property from the lien of the Mortgage give by Assignor and now held by Assignee, as recorded July 23, 2004 in the Recorder's Office in Delaware County, Iowa in Book 2004 at Page 2747 and recorded in the Recorder's Office in Jones County, Iowa on July 28, 2004 in Book 2004, Page 2782 (the Mortgage and Security Agreement as recorded

Reference 717609278

in both counties being hereinafter referred to as the "Mortgage") and to accept the property described on Exhibit A attached hereto as substitute collateral to be encumbered by a Supplemental Mortgage given by Assignor to Assignee. The release of real property from the lien of the Mortgage would not have been consented to by Assignee without the execution and delivery of this instrument,

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) in hand paid by each party to the other, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **ASSIGNOR AND ASSIGNEE HEREBY AGREE AS FOLLOWS:**

1. Assignor does hereby sell, assign, transfer, convey, endorse, set over and deliver to Assignee all of Assignor's rights and entitlements as may now or hereafter be set forth in any leases now or hereafter entered into by Assignor or Assignor's successors and assigns for the real property described on Exhibit A attached hereto (the "Leases") and all rents, issues, products and profits arising therefrom, it being specifically understood, however, that Assignee shall have no duty of performance of Assignor's obligations under said Leases and Assignee shall have no liability for Assignor's default or failure of performance thereunder and Assignor (individually or jointly and severally if there are more than one Assignors) hereby expressly holds Assignee free, harmless and indemnified from any and all claims, actions, causes of action and judgments resulting or arising from Assignor's default or failure of performance under the Leases;

2. The parties agree that, at all times that Assignor is not in default under either of the Note or any Deed of Trust, Mortgage, Security Agreement or any other document given to secure Assignor's repayment of the indebtedness evidenced by the Note (the "Loan Documents"), Assignor shall have the exclusive right to collect any and all rents and payments due to the Landlord/Lessor under the Leases and any other sums as may be payable under any lease, rental agreement, contract, or other agreement assigned herein.

3. The parties agree that, at any time that there is a default under the Note or any Mortgage, Deed of Trust, Security Agreement or any other document given to secure the repayment of the indebtedness evidenced by the Note, at Assignee's sole discretion and upon notice given to the Tenants/Lessees under the Leases and/or notice given to any party to any of the contracts and agreements assigned herein, Assignee shall have the exclusive right to receive any and all rents, payments, issues, profits and proceeds due under any and /or all of the Leases, contracts and agreements, which rents, payments, issues, profits and proceeds as are received by Assignee shall be applied first to Assignee's costs and expenses, including reasonable attorneys fees, incurred in enforcing this Assignment or as otherwise permitted by the Loan Documents, then to payment of accrued interest with the balance remaining, if any, applied to the outstanding principal balance of the Note or either of them, as the Assignee may determine in its sole discretion.

4. The parties agree that, until the Note has been paid in full, the Assignment given by Assignor herein shall also include any and renewals and assignments of the existing

Leases, contracts and agreements, together with all future leases, contract and agreements entered into by Assignor and Assignor's successors and assigns involving the real property described in Exhibit A. The assignment of all Assignor's contract rights, shall specifically include the right to receive payments derived from those farming agreements set forth and described in Exhibit B, attached hereto and incorporated herein by this reference, it being understood, however, that Assignee may, but shall not be obligated to, undertake any of Assignor's performance obligations under said agreements and Assignor hereby agrees to hold Assignee free, harmless and indemnified, including reasonable attorney fees, from any and all claims, actions, causes or action, suits, liabilities and judgments, arising from or related to any claimed breach of Assignor's obligations contained in the leases, contract and agreements described or provided for in Exhibit B.

5. The parties agree that the Assignment given to Assignee by this instrument shall be binding upon Assignor and Assignor's successors and assigns and shall also extend to Assignee and Assignee's successors and assigns.

6. The parties agree that, until the Note has been paid in full by Assignor, this writing shall constitute Assignor's direction and instruction to any Tenant/Lessee or any contracting party to those agreements described or provided for in Exhibit B who may now or hereinafter be indebted to Assignor under the leases, contracts and agreements described in said Exhibit B to rely upon and comply with any written instruction from Assignee or Assignee's successors or assigns to make payments due to Assignor under any lease or other agreement described or provided for in Exhibit B directly to Assignee or Assignee's successors or assigns. Assignor agrees and acknowledge that any Tenant/Lessee or other contracting party for the agreements set forth or provided for in Exhibit B who complies with Assignor's instructions and directions contained herein shall have no liability to Assignor or Assignor's successors and assigns for any lease, contract or other agreement payment made to Assignee pursuant to the provisions of this paragraph.

[The remainder of this page has been left blank intentionally]

7. Assignor agrees to provide Assignee with copies of all leases entered into on the subject Premises and that, once entered into, Assignor will not alter, amend, change or modify the terms of the lease and that Assignor will not terminate the lease agreement or forgive any rents due thereunder or collect any advance rents without the prior written consent of Assignee.

IN WITNESS WHEREOF, this Assignment is executed the date fist above indicated.

Assignor:

Myron C Zumbach

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

Myron L. Zumbach

Myron C. Zumbach as Successor Co-Trustee for the Carol M. Zumbach Revocable Trust u/t/a dated September 20, 2002 MLZ. 5/18/09

Rose Ann Bacon

Rose Ann Bacon as Successor Co-Trustee for the Carol M. Zumbach Revocable Trust u/t/a dated September 20, 2002

STATE OF Iowa)
) SS
COUNTY OF Jones)

I, Robert S 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.

ROBERT F. SHIMANEK
Commission Number 402470
My Commission Expires
2-15-12

Notary Public

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

Reference 717609278

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 18 day of May, 2009.

Notary Public

ROBERT [illegible]
Commission [illegible]
My Commission expires
3-15-12

NOTARIAL SEAL
IOWA

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.

Reference 717609278

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.