Recorded: 10/15/2010 at 2:50:04.0 PM
Fee Amount: $104.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2010 PG: 3179

CHG
E-Subm

Do not write/type above this line. For filing purposes only.

FORM 5014-IA (4-2008)

RETURN TO: Farm Credit Services of America
Preparer: Angie Kathol
5015 South 118th Street
Omaha, NE 68137
Phone: 402-348-3552

Farm Credit Services of America

REAL ESTATE MORTGAGE - IOWA

Open-End To Secure Present and Future Obligations and Advances

Date: October 13, 2010

Mortgagor(s): N.F.G., LLC, an Iowa limited liability company, Randy R. Osmundson a/k/a Randy Osmundson and Lori A. Osmundson, husband and wife, Loren B. Osmundson a/k/a Loren Osmundson, an unmarried person, Loren Osmundson, Executor of the Estate of LaVonne H. Osmundson a/k/a LaVonne Osmundson and Provac, LLC, a South Dakota limited liability company

Mailing Address: 105 Armour Street, West Union, IA

2005-3565

The above named Mortgagor(s) in consideration of the extension of credit identified herein and any future, additional or protective advances made at Mortgagee's option hereby sell, convey, and mortgage to Farm Credit Services of America, FLCA, Mortgagee, its successors and assigns, from the date hereof until all obligations secured hereby are paid in full, the following-described real estate in Monona, Worth, Clayton, Boone, Dallas, Delaware and Fayette County(ies), Iowa, to wit:

See attached Exhibit "A" Page 15

***NOTICE: Loren B. Osmundson a/k/a Loren Osmundson, an unmarried person and Loren Osmundson, Executor of the Estate of LaVonne Osmundson a/k/a LaVonne H. Osmundson, executes this mortgage only to pledge their interest in the real estate described in Exhibit 'A' as collateral, and does not otherwise promise to pay all or any part of the debt secured hereby.**

together with all Mortgagor's right, title, and interest in the property, now or hereafter acquired, including: all buildings, fixtures, timber, timber to be cut, crops, and improvements now on or hereafter placed upon the property; all appurtenances, water, water rights, irrigation, and drainage rights; all rents, issues, uses, income, profits, and rights to possession; all oil, gas, gravel, rock, or other minerals of whatever nature, including geothermal resources; all personal property that may integrally belong to or hereafter become an integral part of the real estate whether attached or detached, including any appurtenances and accoutrements of any structure or residence secured hereby; easements and other rights and interests now or at any time hereafter belonging to or in any way pertaining to the property, whether or not

specifically described herein; all above and below ground irrigation equipment and accessories; and all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to the property, now or hereafter issued, extended, or renewed by Mortgagor(s), any State, the United States, or any department, bureau, instrumentality, or agency thereof. The foregoing is collectively referred to in this document as the "property."

It is understood and agreed between Mortgagor(s) and Mortgagee that this mortgage is given to secure the repayment in full of the following described obligations, regardless of whether Mortgagor(s) is(are) liable thereon, and all future and additional loans or advances, protective or otherwise, which may be made by Mortgagee, at its option, at the request of, and to or for the account of Mortgagor(s), the parties liable under the note(s) or credit agreement(s) or any of them, for any purpose, plus interest thereon, all payable according to the terms of the note(s), credit agreement(s) or other instrument(s) modifying the same.

Date of Note(s) or Credit Agreement(s)

September 8, 2010

***NOTICE: This mortgage secures credit in the amount of $12,250,500.00. 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.**

NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE FURTHER OR ADDITIONAL ADVANCES IN ANY AMOUNT AT ANY TIME, WHETHER OR NOT THE TOTAL PRINCIPAL INDEBTEDNESS ABOVE HAS BEEN ADVANCED.

This mortgage will be due November 1, 2030.

Mortgagor(s) hereby warrants that Mortgagor(s) holds fee simple title to the above described property, that Mortgagor(s) has good and lawful authority to mortgage the same, that the property is free and clear of all liens and encumbrances, except encumbrances of record, and that Mortgagor(s) will warrant and defend the property at Mortgagor's expense against all claimants whomsoever. Mortgagor(s) also hereby waives and relinquishes all rights of dower, homestead, distributive share, and exemption in and to the above described property.

Mortgagor(s) and each of them further covenant and agree with Mortgagee as follows:

1. To pay all liens, judgments, or other assessments against the property, and to pay when due all assessments, taxes, rents, fees, or charges upon the property or under any lease, permit, license, or privilege assigned to Mortgagee as additional security to this mortgage, including those in or on public domain.

2. To insure and keep insured buildings and other improvements, including fixtures and attachments now on or hereafter placed on the property to the satisfaction of Mortgagee. Such insurance will be approved by and deposited with Mortgagee, and endorsed with a mortgage clause with loss payable to Mortgagee. Any sums so received by Mortgagee may be applied in payment of any indebtedness matured or unmatured secured by this mortgage, or at the option of Mortgagee may be used to pay for reconstruction of the destroyed improvements. Such insurance will be in an amount at least equal to the lesser of the loan balance, the actual cash value of the collateral, or the replacement cost of the property, and will at a minimum, cover losses caused by fire, lightning, explosion, riot, aircraft, vehicles, vandalism, civil commotion, smoke, windstorm, and hail. Mortgagor(s) will obtain and keep flood insurance in force to cover losses by flood as required by Mortgagee and by the National Flood Insurance Act of 1968, as amended, and by regulations implementing the same. Mortgagor(s) further agrees that Mortgagee is not and will not be liable for any failure by me/us or by any insurer, for whatever reason, to obtain and keep this insurance in force.

3. To keep all buildings, fixtures, attachments, and other improvements now on or hereafter placed on the property occupied and in good repair, maintenance, and condition and to neither commit nor permit any

acts of waste or any impairment of the value of the property. Mortgagee may enter upon the property to inspect the same or to perform any acts authorized herein or in the credit agreement(s).

4. In the event Mortgagor(s) fails to pay any liens, judgments, assessments, taxes, rents, fees, or charges or maintain any insurance on the property, buildings, fixtures, attachments, or improvements as provided herein or in the credit agreement(s), Mortgagee, at its option, may make such payments or provide insurance, maintenance, or repairs and any amounts paid therefor will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) or credit agreement(s)from the date of payment until paid. The advancement by Mortgagee of any such amounts will in no manner limit the right of Mortgagee to declare Mortgagor(s) in default or exercise any of Mortgagee's other rights and remedies.

5. In the event Mortgagee is a party to any litigation affecting the property or the lien of this mortgage, including any action by Mortgagee to enforce this mortgage or any suit in which Mortgagee is named a defendant (including condemnation and bankruptcy proceedings) Mortgagee may incur expenses and advance payments for abstract fees, attorneys fees (to the extent allowed by law), costs, expenses, appraisal fees, and other charges and any amounts so advanced will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) or credit agreement(s) from the date of advance until paid.

6. Any awards made to Mortgagor(s) or their successors by the exercise of eminent domain are hereby assigned to Mortgagee; and Mortgagee is hereby authorized to collect and apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

7. In the event of default in the payment when due of any sums secured hereby (principal, interest, advancements, or protective advances), or failure to perform or observe any covenants and conditions contained herein, in the note(s), credit agreement(s), or other instrument(s), or any proceeding is brought under any Bankruptcy laws, Mortgagee, at its option, may declare the entire indebtedness secured hereby to be immediately due and payable and the whole will bear interest at the default rate as provided in the note(s) or credit agreement(s) and Mortgagee may immediately foreclose this mortgage or pursue any other remedy at law or equity, including foreclosure by advertisement with a power of sale in Mortgagee to the extent provided by applicable law. Delay by Mortgagee in exercising its rights upon default will not be construed as a waiver thereof and any act of Mortgagee waiving any specific default will not be construed as a waiver of any future default. If the proceeds under such sale or foreclosure are insufficient to pay the total indebtedness secured hereby, Mortgagor(s) does hereby agree to be personally bound to pay the unpaid balance, and Mortgagee will be entitled to a deficiency judgment.

8. Upon default, Mortgagee will at once become entitled to exclusive possession, use, and enjoyment of the property and to all rents, issues, crops, profits, and income thereof, from the time of such default and during the pendency of foreclosure proceedings and the period of redemption, the delivery of which may be enforced by Mortgagee by any appropriate suit, action, or proceeding. Mortgagee will be entitled to a Receiver for the property and all rents, issues, crops, profits, and income thereof, without regard to the value of the property, or the sufficiency thereof to discharge the mortgage debt and the foreclosure costs, fees, and expenses. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived. The Receiver will apply all rents, issues, crops, profits, and income of the property to keep the same in good repair and condition, pay all taxes, rents, fees, charges, and assessments, pay insurance premiums necessary to keep the property insured, pay the expense of the receivership and attorney fees incurred by the Receiver, and apply the net proceeds to the payment of the indebtedness secured hereby. Such Receiver will have all the other usual powers of receivers authorized by law and as the court may direct.

9. The integrity and responsibility of the Mortgagor(s) constitutes a part of the consideration for the obligations secured hereby. Should Mortgagor(s) sell, transfer, or convey the property described herein without prior written consent of Mortgagee, Mortgagee, at its option, may declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default.

10. Assignment of Rents including Proceeds of Mineral Leases. Mortgagor(s) hereby assigns, transfers, and conveys to Mortgagee all rents, royalties, bonuses, and delay moneys or other proceeds that may from time to time become due and payable under any real estate lease or under any oil, gas, gravel, rock, or other mineral lease of any kind including geothermal resources now existing or that may hereafter come into existence, covering the property or any part thereof. All such sums so received by Mortgagee will be applied to the indebtedness secured hereby; or Mortgagee, at its option, may turn over and deliver to Mortgagor(s) or their successors in interest, any or all of such sums without prejudice to any of

Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. This assignment will be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided, independent of the mortgage lien on the property. Upon payment in full of the mortgage debt and the release of this mortgage of record, this assignment will become inoperative and of no further force and effect.

11. This Mortgage constitutes a Security Agreement with respect to all the property described herein.

12. The covenants contained in this mortgage will be deemed to be severable; in the event that any portion of this mortgage is determined to be void or unenforceable, that determination will not affect the validity of the remaining portions of the mortgage.

13. Redemption Period. If the property described herein is less than ten acres in size and if Mortgagee waives in any foreclosure proceeding any right to a deficiency judgment against Mortgagor(s), then the period of redemption from judicial sale will be reduced to six months. If the court finds that the property has been abandoned by Mortgagor(s) and if Mortgagee waives any right to a deficiency judgment against Mortgagor(s), then the period of redemption from judicial sale will be reduced to sixty days. In addition, if the property described herein is the residence of Mortgagor(s) at the time of foreclosure, but the court finds that after foreclosure the property has ceased to be the residence of Mortgagor(s), then the period of redemption will be reduced to thirty days from the date of a court order so stating. The provisions of this paragraph will be construed to confirm to the provisions of Sections 628.26, 628.27, and 628.28 of the Code of Iowa.

This document may be executed in several counterparts and such counterparts together shall constitute one and the same instrument.

This document is executed in 7 original counterparts to facilitate recording in multiple counties but shall be deemed to be one document.

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.

	Date 10/13/10		**Date**
Randy R. Osmundson a/k/a Randy Osmundson		Lori A. Osmundson	
	Date		**Date** 10-13-2010
Loren B. Osmundson 10-13-2010		Loren B. Osmundson	
Loren B. Osmundson a/k/a Loren Osmundson		Loren Osmundson, Executor of the Estate of LaVonne Osmundson a/k/a LaVonne H. Osmundson	

[SEE NEXT PAGE FOR SIGNATURE OF MORTGAGORS]

Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. This assignment will be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided, independent of the mortgage lien on the property. Upon payment in full of the mortgage debt and the release of this mortgage of record, this assignment will become inoperative and of no further force and effect.

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12. The covenants contained in this mortgage will be deemed to be severable; in the event that any portion of this mortgage is determined to be void or unenforceable, that determination will not affect the validity of the remaining portions of the mortgage.

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This document is executed in 7 original counterparts to facilitate recording in multiple counties but shall be deemed to be one document.

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.

	Date		**Date**
_____	_____	Lori A. Osmundson 10/13/10	
Randy R. Osmundson a/k/a Randy Osmundson		Lori A. Osmundson	
	Date		**Date**
_____	_____	_____	_____
Loren B. Osmundson a/k/a Loren Osmundson		Loren Osmundson, Executor of the Estate of LaVonne Osmundson a/k/a LaVonne H. Osmundson	

[SEE NEXT PAGE FOR SIGNATURE OF MORTGAGORS]

Mortgagor(s):

N.F.G., LLC,
an Iowa limited liability company

By: _____
Randy Osmundson, Managing Member

By: _____
Lori Osmundson, Managing Member

_____
Randy R. Osmundson a/k/a Randy Osmundson

_____
Lori A. Osmundson

_____
Loren B. Osmundson a/k/a Loren Osmundson

_____
Loren Osmundson, Executor of the Estate of
LaVonne Osmundson a/k/a LaVonne H. Osmundson

Provac, LLC
a South Dakota limited liability company

By: _____
Randy Osmundson, Member Manager

[SEE NEXT PAGE FOR ACKNOWLEDGMENTS]

Mortgagor(s):

N.F.G., LLC,
an Iowa limited liability company

By: _____
Randy Osmundson, Managing Member

By: Lori Osmundson, Managing Member
Lori Osmundson, Managing Member

_____
Randy R. Osmundson a/k/a Randy Osmundson

Lori A. Osmundson
Lori A. Osmundson

_____
Loren B. Osmundson a/k/a Loren Osmundson

_____
Loren Osmundson, Executor of the Estate of
LaVonne Osmundson a/k/a LaVonne H. Osmundson

Provac, LLC
a South Dakota limited liability company

By: _____
Randy Osmundson, Member Manager

[SEE NEXT PAGE FOR ACKNOWLEDGMENTS]

STATE OF Iowa)
) ss
COUNTY OF Fayette)

On this 13 day of October, 2010, before me, a Notary Public, personally appeared **Randy Osmundson** to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he is managing member of N.F.G., LLC, an Iowa limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the manager acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him voluntarily executed.

NOTARIAL SEAL IOWA
CHRISTINE ANDERSON
COMMISSION NUMBER 750550
MY COMMISSION EXPIRES
1-2-11

Christine Anderson
[Notary's Name]
Notary Public in and for said County and State

My commission expires 1-2-11.

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of October, 2010, before me, a Notary Public, personally appeared **Lori Osmundson** to me known to be the person(s) named in and who executed the foregoing instrument, who did say that she is managing member of N.F.G., LLC, an Iowa limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the manager acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by her voluntarily executed.

(SEAL)

_____
[Notary's Name]
Notary Public in and for said County and State

My commission expires _____.

STATE OF _____)
) ss
COUNTY OF _____)

On this ___ day of October, 2010, before me, a Notary Public, personally appeared **Lori A. Osmundson, a married person** to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as her voluntary act and deed.

(SEAL)

_____
[Notary's Name]
Notary Public in and for said County and State

My commission expires _____.

STATE OF Iowa)
) ss
COUNTY OF Fayette)

On this 13 day of October, 2010, before me, a Notary Public, personally appeared **Randy R. Osmundson a/k/a Randy Osmundson, a married person** to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as his voluntary act and deed.

NOTARIAL SEAL
CHRISTINE ANDERSON
COMMISSION NUMBER 750550
MY COMMISSION EXPIRES
1-2-11
IOWA

Christine Anderson
[Notary's Name]
Notary Public in and for said County and State

My commission expires 1-2-11.

STATE OF Iowa)
) ss
COUNTY OF Fayette)

On this 13 day of October, 2010, before me, a Notary Public, personally appeared **Loren B. Osmundson a/k/a Loren Osmundson, an unmarried person**, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as his voluntary act and deed.

NOTARIAL SEAL
CHRISTINE ANDERSON
COMMISSION NUMBER 750550
MY COMMISSION EXPIRES
1-2-11
IOWA

Christine Anderson
[Notary's Name]
Notary Public in and for said County and State

My commission expires 1-2-11.

STATE OF Iowa)
) ss
COUNTY OF Fayette)

On this 13 day of October, 2010, before me, a Notary Public, personally appeared **Loren Osmundson as Executor of the Estate of LaVonne Osmudson a/k/a LaVonne H. Osmundson** to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed as such Executor for the purposes therein mentioned.

NOTARIAL SEAL
CHRISTINE ANDERSON
COMMISSION NUMBER 750550
MY COMMISSION EXPIRES
1-2-11
IOWA

Christine Anderson
[Notary's Name]
Notary Public in and for said County and State

My commission expires 1-2-11.

STATE OF Iowa)
) ss
COUNTY OF Fayette)

On this 13 day of October, 2010, before me, a Notary Public, personally appeared **Randy Osmundson** to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he is Member Manager of Provac, LLC, a South Dakota limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the manager acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him voluntarily executed.

NOTARIAL SEAL IOWA
CHRISTINE ANDERSON
COMMISSION NUMBER 750550
MY COMMISSION EXPIRES
1-2-11

Christine Anderson
[Notary's Name]
Notary Public in and for said County and State

My commission expires 1-2-11.

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of October, 2010, before me, a Notary Public, personally appeared **Randy Osmundson** to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he is managing member of N.F.G., LLC, an Iowa limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the manager acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him voluntarily executed.

(SEAL)

_____
[Notary's Name]
My commission expires _____. Notary Public in and for said County and State

STATE OF Kansas)
) ss
COUNTY OF Johnson)

On this 13 day of October, 2010, before me, a Notary Public, personally appeared **Lori Osmundson** to me known to be the person(s) named in and who executed the foregoing instrument, who did say that she is managing member of N.F.G., LLC, an Iowa limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the manager acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by her voluntarily executed.

(SEAL)

David A Pace
[Notary's Name]
NOTARY PUBLIC - State of Kansas
DAVID A PACE
My Appt. Expires 7/21/11
My commission expires _____. Notary Public in and for said County and State

STATE OF Kansas)
) ss
COUNTY OF Johnson)

On this 13 day of October, 2010, before me, a Notary Public, personally appeared **Lori A. Osmundson, a married person** to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as her voluntary act and deed.

(SEAL)

NOTARY PUBLIC - State of Kansas
DAVID A PACE
My Appt. Expires 7/21/11
My commission expires _____.

David A Pace
[Notary's Name]
Notary Public in and for said County and State

Exhibit "A"

Legal Description

Real property in the Counties of Monona, Worth, Clayton, Boone, Dallas, Delaware and Fayette, State of Iowa, described as follows:

PARCEL 1:

LOTS NUMBERED THREE (3), FOUR (4), FIVE (5), AND SIX (6), TWELVE (12), AND TEN (10), AND ELEVEN (11), (EXCEPT A STRIP OF LAND TWENTY FIVE (25) FEET WIDE, BEING TWELVE AND FIVE TENTHS (12.5) FEET IN WIDTH ON EACH SIDE OF THE CENTER LINE OF THE INTERCHANGE TRACK, AS NOW LOCATED ACROSS SAID LOTS TEN AND ELEVEN) ALL IN BLOCK NUMBERED THIRTY SIX (36), IN THE ORIGINAL TOWN OF ONAWA, MONONA COUNTY, IOWA.

ALSO,

THE NORTH HALF OF THE SIXTEEN (16) FOOT ALLEY RUNNING NORTH AND SOUTH IN BLOCK NUMBERED THIRTY SIX (36), IN THE CITY OF ONAWA, MONONA COUNTY, IOWA, AS THE SAME ABUTTS UPON LOTS NUMBERED ONE, TWO, THREE, TEN, ELEVEN, AND TWELVE OF SAID BLOCK, HERETOFORE VACATED.

AND,

THOSE PART OF LOTS NUMBERED ONE (1) AND TWO (2), IN BLOCK NUMBERED THIRTY SIX (36), IN THE TOWN (NOW CITY) OF ONAWA, MONONA COUNTY, IOWA, LYING WESTERLY OF A LINE DRAWN PARALLEL WITH AND DISTANT TWENTY FIVE (25) FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACT OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED.

PARCEL 2:

PARTS OF LOT FIFTY-ONE (51) IN LINDLEY'S SUBDIVISION TO THE CITY OF ONAWA, MONONA COUNTY, IOWA, DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 52, IN LINDLEY'S SUBDIVISION TO THE CITY OF ONAWA, IOWA; THENCE NORTH 258.5 FEET; THENCE WEST 89.65 FEET TO THE WEST LINE OF LOT 51 OF SAID SUBDIVISION; THENCE SOUTH 258.5 FEET ON SAID WEST LINE SAID LOT 51 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST 89.65 FEET ON THE SOUTH LINE OF SAID LOT 51 TO THE PLACE OF BEGINNING,

AND

BEGINNING AT THE NORTHEAST CORNER OF LOT 52, IN LINDLEY'S SUBDIVISION OF THE CITY OF ONAWA, IOWA; THENCE NORTH 38.5 FEET ON THE EAST LINE OF LOT 51 OF SAID SUBDIVISION; THENCE WEST 187.76 FEET; THENCE SOUTH 38.5 FEET TO THE NORTHWEST CORNER OF SAID LOT 52; THENCE EAST 187.76 FEET ON THE NORTH LINE OF SAID LOT 52 TO THE PLACE OF BEGINNING.

PARCEL 3

LOT NUMBERED FORTY-SEVEN (47), EXCEPT THE NORTH FIFTY (50) FEET THEREOF; PART OF LOT NUMBERED FIFTY-ONE (51) DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 51, THENCE SOUTH ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 211.77 FEET, THENCE EAST A DISTANCE OF 277.41 FEET TO A POINT ON THE EAST LINE OF SAID LOT 51 WHICH IS 214.42 FEET IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID LOT 51 FROM THE NORTHEAST CORNER THEREOF, THENCE TO THE NORTHEAST CORNER OF SAID LOT 51, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 51 A DISTANCE OF 256.93 FEET TO THE POINT OF BEGINNING.

AND

ALL OF LOTS NUMBERED FORTY-EIGHT, FORTY-NINE, FIFTY AND FIFTY-TWO (48, 49, 50 & 52) IN LINDLEY'S SUBDIVISION TO THE CITY OF ONAWA, MONONA COUNTY, IOWA.

PARCEL 4:

ALL THAT PART OF THE ORIGINAL RIGHT-OF-WAY OF THE SIOUX CITY AND PACIFIC RAILROAD LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SECTION FOUR (4), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE FORTY-FIVE (45) WEST OF THE 5TH P.M., MONONA COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF EMERALD STREET IN THE CITY OF ONAWA, MONONA COUNTY, IOWA, 50 FEET DISTANT SOUTHWESTERLY AT RIGHT ANGLES FROM THE CENTER LINE OF THE MAIN LINE TRACK OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, THENCE NORTHWESTERLY PARALLEL WITH AND 50 FEET DISTANT FROM AFORESAID CENTER LINE 397.95 FEET, THENCE NORTHEASTERLY AT RIGHT ANGLES TO CENTER LINE OF SAID MAIN LINE 20 FEET, THENCE SOUTHEASTERLY PARALLEL WITH SAID CENTER LINE 400 FEET, TO A POINT ON THE NORTH LINE OF EMERALD STREET, THENCE WEST ALONG THE NORTH LINE OF EMERALD STREET 20.10 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE NORTH HALF (N1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-FOUR (34), IN TOWNSHIP NINETY-EIGHT (98) NORTH, OF RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., WORTH COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF SAID NORTH HALF (N1/2) OF THE NORTHEAST QUARTER (NE1/4); THENCE N 00° 39' 50" E, FOUR HUNDRED NINE-TEEN AND THIRTY-NINE HUNDREDTHS (419.39) FEET ALONG THE WESTERLY LINE OF SAID NORTH HALF (N1/2) OF THE NORTHEAST QUARTER (NE1/4) TO THE POINT OF BEGINNING; THENCE N 89° 46' 30" E, SIX HUNDRED (600.00) FEET ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID NORTH HALF (N1/2) OF THE NORTHEAST QUARTER (NE1/4); THENCE N 00° 39' 50" E, NINE HUNDRED EIGHT AND SEVENTY-EIGHT HUNDREDTHS (908.78) FEET ALONG A LINE PARALLEL WITH SAID WESTERLY LINE OF THE NORTH HALF (N1/2) OF THE NORTHEAST QUARTER (NE1/4) TO A POINT ON THE NORTHERLY LINE OF SAID NORTHEAST QUARTER (NE1/4); THENCE S 89° 56' 40" W, SIX HUNDRED (600.00) FEET TO THE NORTHWEST CORNER (NW COR.) OF SAID NORTHEAST QUARTER (NE1/4); THENCE S 00° 39' 50" W, NINE HUNDRED TEN AND FIFTY-SIX HUNDREDTHS (910.56) FEET TO THE POINT OF BEGINNING; CONTAINING 12.53 ACRES SUBJECT TO EXISTING PUBLIC ROAD RIGHT-OF-WAY ACROSS THE NORTHERLY PORTION THEREOF.

EXCEPT A PARCEL OF LAND DESIGNATED AS PARCEL "A" LOCATED IN PART OF THE NW1/4NE1/4 OF SECTION 34, TOWNSHIP 98 NORTH, RANGE 22 WEST OF THE 5TH P.M. WORTH COUNTY, IOWA DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER (NW COR.) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 34; THENCE ON AN ASSUMED BEARING NORTH 89° 56' 40" E 600.00 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 34; THENCE S 00° 39' 50" W 404.93 FEET; THENCE S 89° 56' 40" W 546.22 FEET; THENCE N 00° 39' 41" W 140.19 FEET; THENCE S 89° 56' 40" W 50.57 FEET; THENCE N 00° 39' 50" E 264.74 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

LOT ON (1) IN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP NINETY-FIVE (95) NORTH, RANGE THREE (3) WEST OF THE 5TH P.M., CLAYTON COUNTY, IOWA, ACCORDING TO THE PLAT RECORDED IN BOOK 11, PLATS, PAGE

65;

LOT TWO (2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 28, TOWNSHIP 95 NORTH, RANGE 3, WEST OF THE 5TH P.M., CLAYTON COUNTY, IOWA;

AND

PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 28, TOWNSHIP 95 NORTH, RANGE 3 WEST OF THE 5TH P.M., CLAYTON COUNTY, IOWA, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 28, THENCE SOUTH 88° 54' 10" E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 28, 620.64 FEET; THENCE S 16° 37' 45" W, 30.00 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON THE RIGHT-OF-WAY OF A PUBLIC ROAD; THENCE S 17° 59' 49" E, 516.01 FEET; THENCE S 55° 04' 35" W, 101.67 FEET; THENCE S 86° 18' 27" W, 171.78 FEET; THENCE N 45° 07' 49" W, 356.66 FEET; THENCE N 10° 26' 20" E, 30.00 FEET TO THE SOUTHEASTERLY CORNER OF A TRACT OF LAND OWNED BY INTERSTATE POWER COMPANY AND RECORDED IN DEED BOOK 134, PAGE 2, IN THE OFFICE OF THE CLAYTON COUNTY RECORDER; THENCE CONTINUING N 10° 26' 20" E, 75.00 FEET; THENCE S 52° 59' 40" E, 167.71 FEET; THENCE S 79° 33' 40" E, 100.00 FEET; THENCE N 16° 37' 45" E, 338.35 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 2.829 ACRES, MORE OR LESS, ALL SITUATED IN CLAYTON COUNTY, IOWA.

EXCEPT LAND CONVEYED TO THE STATE OF IOWA AS RECORDED IN BOOK 149, L.D., PAGES 316-318 AND LAND CONVEYED TO CLAYTON COUNTY AS RECORDED IN BOOK 149, L.D., PAGE 319-321.

PARCEL 7:

PARCEL "C" IN SOUTHWEST QUARTER (1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-SEVEN (27), WEST OF THE 5TH P.M., BOONE COUNTY, IOWA, EXCEPT PUBLIC HIGHWAY, AS SHOWN ON PLAT OF SURVEY RECORDED IN PLAT BOOK 24, PAGE 39, IN THE OFFICE OF THE RECORDER OF BOONE COUNTY, IOWA; ALSO DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 31, T84N, R27W OF THE 5TH P.M., BOONE COUNTY, IOWA; THENCE NORTH 00° 12' 01" EAST, 1592.85 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 TO THE SOUTH RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE NORTH 87° 40' 00" EAST, 1085.36 FEET ALONG SAID RIGHT-OF-WAY; THENCE SOUTH 06° 42' 30" EAST, 99.74 FEET TO AND ALONG THE CENTER MEANDER OF A CREEK; THENCE SOUTH 75° 35' 00" EAST, 91.08 FEET ALONG SAID MEANDER LINE; THENCE SOUTH 43° 23' 00" EAST, 145.36 FEET ALONG SAID MEANDER LINE; THENCE SOUTH 57° 05' 00" EAST, 191.22 FEET ALONG SAID MEANDER LINE; THENCE SOUTH 27° 10' 30" EAST, 86.24 FEET ALONG SAID MEANDER LINE; THENCE SOUTH 65° 08' 30" EAST, 123.99 FEET ALONG SAID MEANDER LINE; THENCE SOUTH 64° 09' 30" EAST, 15.28 FEET ALONG SAID MEANDER LINE; THENCE SOUTH 25° 53' 00" EAST, 83.28 FEET ALONG SAID MEANDER LINE; THENCE SOUTH 17° 43' 00" EAST, 40.67 FEET ALONG SAID MEANDER LINE; THENCE SOUTH 09° 07' 00" WEST, 42.07 FEET ALONG SAID MEANDER LINE; THENCE SOUTH 19° 23' 00" WEST, 49.23 FEET ALONG SAID MEANDER LINE; THENCE SOUTH 00° 05' 00" EAST, 72.51 FEET ALONG SAID MEANDER LINE TO THE NORTHERLY RIGHT-OF-WAY OF COUNTY ROAD E-41; THENCE SOUTH 41° 18' 00" EAST, 100.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID COUNTY ROAD E-41; THENCE SOUTH 48° 39' 04" WEST, 926.46 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY; THENCE SOUTHWESTERLY, 434.74 FEET ALONG A 1005 FOOT RADIUS CONCAVE NORTHWESTERLY TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 89° 59' 12" WEST, 634.99 FEET TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING TRACT OF LAND:

LOT 1 OF PARCEL "C" OF THE SOUTHWEST QUARTER OF SECTION 31, T84N, R27W OF THE 5TH P.M., AS SHOWN ON PLAT OF SURVEY RECORDED IN PLAT BOOK 28 AT PAGE 147, IN THE OFFICE OF THE RECORDER OF BOONE COUNTY, IOWA.

PARCEL 8:

TRACT I:

BEGINNING 33 FEET SOUTH OF THE NORTHEAST CORNER OF GOVERNMENT LOT 5 IN SECTION 3, TOWNSHIP 78 NORTH, RANGE 29 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; THENCE SOUTH 0 DEGREES 35 MINUTES EAST 1518.2 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTH 58 DEGREES 59 MINUTES WEST 215.2 FEET; THENCE NORTH 35 DEGREES 10 MINUTES EAST 100.0 FEET; THENCE NORTH 25 DEGREES 10 MINUTES EAST 100.0 FEET; THENCE NORTH 15 DEGREES 10 MINUTES EAST 100.0 FEET; THENCE NORTH 5 DEGREES 10 MINUTES EAST 100.0 FEET, THENCE NORTH 2 DEGREES 00 MINUTES EAST, 167.0 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES WEST 401.9 FEET; THENCE NORTH 212.0 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES WEST 40.0 FEET; THENCE NORTH 0 DEGREES 35 MINUTES WEST 428.0 FEET; THENCE NORTH 31 DEGREES 30 MINUTES EAST 370.0 FEET; THENCE NORTH 55 DEGREES 12 MINUTES EAST 282.6 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES EAST 60.0 FEET TO THE POINT OF BEGINNING.

TRACT II:

BEGINNING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 5 IN SECTION 3, TOWNSHIP 78 NORTH, RANGE 29 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; THENCE SOUTH 0 DEGREES 35 MINUTES EAST 1551.2 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL PACIFIC RAILROAD COMPANY; THENCE NORTH 58 DEGREES 59 MINUTES EAST 848.5 FEET; THENCE NORTH 0 DEGREES 36 MINUTES WEST 1104.9 FEET TO THE NORTH LINE OF GOVERNMENT LOT 6; THENCE NORTH 89 DEGREES 25 MINUTES WEST 731.3 FEET TO THE POINT OF BEGINNING.

TRACT III:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 5 IN SECTION 3, TOWNSHIP 78 NORTH, RANGE 29 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; THENCE SOUTH 89 DEGREES 25 MINUTES EAST 731.3 FEET; THENCE SOUTH 0 DEGREES 36 MINUTES EAST 313.0 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 27 MINUTES EAST 759.5 FEET; THENCE SOUTHERLY ALONG A FENCE 392.0 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTHWESTERLY 534.45 FEET ALONG A 2865.0 FEET RADIUS CURVE CONCAVE SOUTHEASTERLY AND TANGENT TO THE FOLLOWING COURSE; THENCE SOUTH 58 DEGREES 59 MINUTES WEST 311.05 FEET; THENCE NORTH 0 DEGREES 36 MINUTES WEST 791.9 FEET TO THE POINT OF BEGINNING.

ALL THE PROPERTY ABOVE IS INCLUDE IN PARTS OF GOVERNMENT LOTS 5, 6, 7, 11, AND 12 IN SECTION 3, TOWNSHIP 78 NORTH, RANGE 29 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.

PARCEL 9:

THAT PART OF LOTS ONE (1), TWO (2), THREE (3) AND TWELVE (12) THROUGH THIRTY NINE (39) AND THE VACATED ALLEY AND VACATED BARRETT STREET, DANIELS STREET AND SENECA STREET IN MASONVILLE, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 1 L.D., PAGES 134-135, DESCRIBED AS COMMENCING AT A POINT THIRTY THREE (33) FEET WEST OF THE NORTHEAST CORNER OF SAID LOT ONE (1), THENCE SOUTH TO A POINT THIRTY THREE (33) FEET WEST OF THE SOUTHEAST CORNER OF LOT TWENTY SIX (26), THENCE WEST TO THE SOUTHWEST CORNER OF LOT THIRTY ONE (31), THENCE NORTH TO THE SOUTHEAST CORNER OF LOT THIRTY TWO (32), THENCE WEST TO THE SOUTHWEST CORNER OF LOT THIRTY NINE (39), THENCE NORTH TO THE NORTHWEST CORNER OF LOT THREE (3), THENCE EAST TO THE POINT OF BEGINNING.

PARCEL 10:

THE SOUTH HALF OF THE SOUTHEAST QUARTER;
THE SOUTH 33 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THE SOUTH 33 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6;
AND
THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5;

(EXCEPT PARCEL "A" AND PARCEL "B" AS DESCRIBED IN SURVEY RECORDED AS FILE NO. 2001-1395 BY WRAY A. CHILDERS),
ALL IN TOWNSHIP 94 NORTH, RANGE 8 WEST OF THE FIFTH P.M., FAYETTE COUNTY, IOWA.

PARCEL 11:

THE EAST HALF OF THE NORTHWEST QUARTER;
THE NORTHEAST QUARTER, OF SECTION 9;
THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10;
(EXCEPT FROM ALL THE ABOVE:
PARCEL "E" IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 AND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 94 NORTH, RANGE 8 WEST OF THE FIFTH P.M., FAYETTE COUNTY, IOWA, AS DESCRIBED BY GARY L. CASADY IN SURVEY RECORDED IN BOOK 10, PAGE 414-416
AND
PARCEL "G" IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 94 NORTH, RANGE 8 WEST OF THE FIFTH P.M., FAYETTE COUNTY, IOWA, AS DESCRIBED BY LYLE G. TEKIPPE IN SURVEY RECORDED IN FILE NO. 1999-2250);
ALL IN TOWNSHIP 94 NORTH, RANGE 8 WEST OF THE FIFTH P.M., FAYETTE COUNTY, IOWA.

PARCEL 12:

PARCEL "B" IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 94 NORTH, RANGE 8 WEST OF THE FIFTH P.M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS EAST 1,660.3 FEET ALONG THE NORTH LINE OF SAID SOUTH HALF TO THE EAST LINE OF THE WEST FIVE-EIGHTHS OF SAID SOUTH HALF;
THENCE SOUTH 00 DEGREES 29 MINUTES 45 SECONDS WEST 1,332.0 FEET TO THE SOUTH LINE OF SAID SECTION AND CENTERLINE OF COUNTY ROAD (240TH STREET);
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (RECORD BEARING) 1,253.7 FEET ALONG SAID SOUTH LINE AND SAID CENTERLINE TO THE SOUTHEAST CORNER OF PARCEL "C" IN SAID QUARTER-QUARTER SECTION;
THENCE NORTH 00 DEGREES 38 MINUTES 15 SECONDS EAST 585.0 FEET ALONG THE EAST LINE OF SAID PARCEL "C" TO THE NORTHEAST CORNER OF SAID PARCEL;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 410.0 FEET ALONG THE NORTH LINE OF SAID PARCEL TO THE WEST LINE OF SAID SECTION AND CENTERLINE OF COUNTY ROAD W42 (JUNIPER ROAD);
THENCE NORTH 00 DEGREES 38 MINUTES 15 SECONDS EAST 746.7 FEET ALONG SAID WEST LINE AND SAID CENTERLINE TO THE POINT OF BEGINNING, CONTAINING 45.307 ACRES, INCLUDING 2.572 ACRES OF COUNTY ROADS RIGHT-OF-WAY, PER SURVEY BY LYLE G. TEKIPPE, FILED OCTOBER 26, 1992 AND RECORDED IN SURVEY BOOK 9 PAGES 464-466,
(EXCEPT PARCEL "D" IN PARCEL "B" IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 38 MINUTES 15 SECONDS EAST 585.00 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 240.00 FEET;
THENCE SOUTH 00 DEGREES 38 MINUTES 15 SECONDS WEST 585.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE 240.00 FEET TO THE POINT OF BEGINNING), FAYETTE COUNTY, IOWA.

PARCEL 13:

THE SOUTH 63 ACRES OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 94 NORTH, RANGE 8 WEST OF THE FIFTH P.M.,

(EXCEPT PARCEL "A" IN THE SOUTHEAST QUARTER OF THE FRACTIONAL NORTHEAST QUARTER AS DESCRIBED IN SURVEY BY LYLE G. TEKIPPE, RECORDED IN FILE NO. 2000-3144) AND (EXCEPT PARCEL "C" IN THE SOUTHEAST QUARTER OF THE FRACTIONAL NORTHEAST QUARTER AS DESCRIBED IN SURVEY BY PAUL R. HEROLD, RECORDED IN FILE NO. 2003-3231), FAYETTE COUNTY, IOWA.

PARCEL 14:

THE FRACTIONAL NORTH HALF OF THE NORTHWEST QUARTER;
THE SOUTHWEST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER LYING NORTH OF THE CENTERLINE OF THE ROAD;
THE SOUTHEAST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (EXCEPT THE WEST 40 FEET THEREOF) AND (EXCEPT THAT PART DEEDED TO FULL GOSPEL CHURCH RECORDED IN BOOK 121 PAGE 583) AND (EXCEPT FROM ALL OF THE ABOVE THAT CONDEMNED BY THE STATE OF IOWA RECORDED IN BOOK 145 PAGE 42-82);
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE WEST 40 FEET THEREOF);
THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHEAST FRACTIONAL QUARTER, SECTION 6, TOWNSHIP 94 NORTH, RANGE 7 WEST OF THE FIFTH P.M.;
THE NORTHEAST QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER;
THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THE SOUTH FRACTIONAL HALF OF THE SOUTHWEST QUARTER, SECTION 31, TOWNSHIP 95 NORTH, RANGE 7 WEST OF THE FIFTH P.M., FAYETTE COUNTY, IOWA.

PARCEL 15:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; AND
THE SOUTHWEST QUARTER OF SECTION 10 (SUBJECT TO THAT PART THEREOF DEEDED TO FAYETTE COUNTY FOR ROAD PURPOSES);
THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 DESCRIBED AS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 15, THENCE RUNNING WEST 47 RODS, THENCE SOUTH 19 RODS TO THE RIVER, THENCE EAST BY SOUTH TO A POINT 27 RODS SOUTH OF THE PLACE OF BEGINNING, THENCE NORTH 27 RODS TO THE PLACE OF BEGINNING;
ALL IN TOWNSHIP 95 NORTH, RANGE 8 WEST OF THE FIFTH P.M., FAYETTE COUNTY, IOWA.

PARCEL 16:

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 32, (EXCEPT THE NORTH 250 FEET OF THE EAST 356 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32);
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28 (EXCEPT THE WEST 20 FEET OF THE NORTH 29 RODS NORTH OF THE ROAD)
ALL IN TOWNSHIP 95 NORTH, RANGE 8 WEST OF THE FIFTH P.M., FAYETTE COUNTY, IOWA.

PARCEL 17:

THE NORTHEAST FRACTIONAL QUARTER [EXCEPT PARCEL "B" IN THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 6, MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 00 DEGREES 29 MINUTES 53 SECONDS WEST (ASSUMED BEARING) 512.94 FEET ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION LINE TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00 DEGREES 29 MINUTES 53 SECONDS WEST 447.02 FEET ALONG SAID EAST LINE; THENCE NORTH 86 DEGREES 34 MINUTES 09 SECONDS WEST 251.00 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 53 SECONDS EAST 137.00 FEET; THENCE NORTH 28 DEGREES 24 MINUTES 10 SECONDS WEST 125.09 FEET; THENCE NORTH 05 DEGREES 08 MINUTES 14 SECONDS EAST 177.08 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 39 SECONDS EAST 297.01 FEET TO THE POINT OF BEGINNING, CONTAINING 2.801 ACRES, INCLUDING 0.394 ACRE OF IOWA HIGHWAY 150

RIGHT-OF-WAY; AND
THE NORTH 14 ACRES OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 94 NORTH, RANGE 8 WEST OF THE FIFTH P.M., FAYETTE COUNTY, IOWA.

PARCEL 18A:

THE NORTH NINE-SIXTEENTHS OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTH 22 ½ ACRES OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (EXCEPT ROAD) AND (EXCEPT PARCEL "AG" AS PER SURVEY OF LYLE G. TEKIPPE RECORDED AS FILE NO. 1999-3792);
THE NORTH HALF OF THE NORTHEAST QUARTER (EXCEPT THE NORTH 9 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER) OF SECTION 8;
THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5;
ALL IN TOWNSHIP 94 NORTH, RANGE 8 WEST OF THE FIFTH P.M., FAYETTE COUNTY, IOWA.

PARCEL 18B:

THE SOUTHEAST QUARTER OF SECTION 5;
THE NORTH 9 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8;
ALL IN TOWNSHIP 94 NORTH, RANGE 8 WEST OF THE FIFTH P.M., FAYETTE COUNTY, IOWA.

PARCEL 19:

THE SOUTH HALF OF THE NORTHEAST QUARTER;
THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 95 NORTH, RANGE 8 WEST OF THE FIFTH P.M., (EXCEPT A PARCEL LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER DESCRIBED AS FOLLOWS: THE SOUTH 361.5 FEET OF THE NORTH 656.5 FEET OF THE EAST 361.5 FEET THEREOF), FAYETTE COUNTY, IOWA.

PARCEL 20:

PARCEL "AF" IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 94 NORTH, RANGE 8 WEST OF THE FIFTH P.M., CITY OF WEST UNION, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 01 DEGREES 03 MINUTES 13 SECONDS WEST (ASSUMED BEARING) 915.88 FEET ALONG THE EAST LINE OF SAID SECTION TO THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF ARMOUR STREET;
THENCE NORTH 65 DEGREES 19 MINUTES 16 SECONDS WEST 58.98 FEET ALONG SAID EXTENSION TO THE WEST RIGHT-OF-WAY LINE OF PINE STREET AND THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 65 DEGREES 19 MINUTES 16 SECONDS WEST 120.45 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF ARMOUR STREET;
THENCE NORTH 24 DEGREES 40 MINUTES 33 SECONDS EAST 83.71 FEET;
THENCE SOUTH 65 DEGREES 19 MINUTES 16 SECONDS EAST 83.18 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE STREET;
THENCE SOUTH 00 DEGREES 40 MINUTES 47 SECONDS WEST 91.63 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, CONTAINING 8,523 SQUARE FEET, FAYETTE COUNTY, IOWA.

PARCEL 21:

LOTS 4 AND 5, BLOCK 4, RAILROAD ADDITION TO WEST UNION, BEING A PART OF:
PARCEL "AJ" IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 94 NORTH, RANGE 8 WEST OF THE FIFTH P.M., CITY OF WEST UNION, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 01 DEGREES 03 MINUTES 13 SECONDS WEST (ASSUMED BEARING) 1,518.50 FEET ALONG THE EAST LINE OF SAID SECTION TO THE SOUTHEAST CORNER OF THE FORMER DEPOT GROUNDS;

THENCE NORTH 84 DEGREES 59 MINUTES 17 SECONDS WEST 514.18 FEET ALONG THE SOUTH LINE OF SAID DEPOT GROUNDS TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 9, BLOCK 4, RAILROAD ADDITION TO WEST UNION AND THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 84 DEGREES 59 MINUTES 17 SECONDS WEST 435.13 FEET ALONG SAID SOUTH LINE TO THE EAST RIGHT OF WAY LINE OF SOUTH VINE STREET;
THENCE NORTH 01 DEGREES 10 MINUTES 50 SECONDS WEST 40.23 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH LINE OF BLOCK 4, SAID RAILROAD ADDITION;
THENCE SOUTH 84 DEGREES 59 MINUTES 17 SECONDS EAST 139.47 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF SAID RAILROAD ADDITION;
THENCE NORTH 05 DEGREES 00 MINUTES 41 SECONDS EAST 80.00 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTH LINE OF SAID BLOCK 4;
THENCE SOUTH 84 DEGREES 59 MINUTES 17 SECONDS EAST 290.00 FEET ALONG SAID NORTH LINE TO A POINT 10 FEET WEST OF THE NORTHEAST CORNER OF LOT 9 IN SAID BLOCK 4;
THENCE SOUTH 05 DEGREES 00 MINUTES 41 SECONDS WEST 15.00 FEET;
THENCE SOUTH 84 DEGREES 59 MINUTES 17 SECONDS EAST 10.00 FEET TO THE EAST LINE OF SAID LOT 9;
THENCE SOUTH 05 DEGREES 00 MINUTES 41 SECONDS WEST 105.00 FEET ALONG SAID EAST LINE AND EXTENSION THEREOF TO THE POINT OF BEGINNING, CONTAINING 0.949 ACRES, FAYETTE COUNTY, IOWA.

PARCEL 22:

PARCEL "AG" IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 94 NORTH, RANGE 8 WEST OF THE FIFTH P.M., CITY OF WEST UNION, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 01 DEGREES 03 MINUTES 13 SECONDS WEST (ASSUMED BEARING) 682.90 FEET ALONG THE EAST LINE OF SAID SECTION AND CENTERLINE OF PINE STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 3 OF PARCEL "B" IN SAID SECTION;
THENCE NORTH 64 DEGREES 54 MINUTES 52 SECONDS WEST 61.27 FEET ALONG SAID EXTENSION TO THE WEST RIGHT-OF-WAY LINE OF SAID PINE STREET AND THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 64 DEGREES 54 MINUTES 52 SECONDS WEST 192.43 FEET ALONG SAID SOUTH LINE OF LOT 3 OF PARCEL "B" TO THE SOUTHWEST CORNER OF SAID LOT 3 OF PARCEL "B";
THENCE NORTH 14 DEGREES 23 MINUTES 00 SECONDS EAST 150.49 FEET ALONG THE WEST LINE OF SAID LOT 3 OF PARCEL "B" TO THE SOUTH RIGHT-OF-WAY LINE OF ARMOUR STREET;
THENCE NORTH 65 DEGREES 19 MINUTES 16 SECONDS WEST 340.94 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 1 OF PARCEL "B";
THENCE SOUTH 14 DEGREES 28 MINUTES 26 SECONDS WEST 148.00 FEET ALONG THE WEST LINE OF SAID LOT 1 OF PARCEL "B" TO THE SOUTHWEST CORNER OF SAID LOT 1 OF PARCEL "B";
THENCE NORTH 64 DEGREES 54 MINUTES 52 SECONDS WEST 264.61 FEET TO THE EAST LINE OF LOT 11 IN D. WELLS ADDITION TO THE CITY OF WEST UNION;
THENCE SOUTH 00 DEGREES 36 MINUTES 08 SECONDS EAST 267.67 FEET ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF LOT D IN SAID SECTION;
THENCE NORTH 89 DEGREES 14 MINUTES 15 SECONDS EAST 60.00 FEET ALONG THE NORTH LINE OF SAID LOT D TO THE NORTHEAST CORNER OF SAID LOT D;
THENCE SOUTH 00 DEGREES 34 MINUTES 52 SECONDS EAST 206.05 FEET ALONG THE EAST LINE OF SAID LOT D TO THE NORTH RIGHT-OF-WAY LINE OF FRANKLIN STREET AND IOWA HIGHWAY 56;
THENCE SOUTHEASTERLY ALONG A 878.51 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY 112.44 FEET (SAID CURVE HAVING A LONG CHORD OF SOUTH 78 DEGREES 45 MINUTES 28 SECONDS EAST 112.37 FEET);
THENCE SOUTHEASTERLY ALONG A 878.51 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY 491.76 FEET, ALL ALONG SAID NORTH RIGHT-OF-WAY LINE (SAID CURVE HAVING A LONG CHORD OF SOUTH 59 DEGREES 03 MINUTES 18 SECONDS EAST 485.36 FEET);
THENCE NORTH 88 DEGREES 56 MINUTES 47 SECONDS EAST 139.26 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE STREET;
THENCE NORTH 01 DEGREES 03 MINUTES 13 SECONDS WEST 403.29 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, CONTAINING 7.904 ACRES, FAYETTE COUNTY, IOWA.

PARCEL 23:

PARCEL "AP" IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 94 NORTH, RANGE 8 WEST OF THE FIFTH P.M., CITY OF WEST UNION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 01 DEGREES 03 MINUTES 13 SECONDS WEST (RECORD BEARING) 915.88 FEET ALONG THE EAST LINE OF SAID SECTION TO THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF ARMOUR STREET; THENCE NORTH 65 DEGREES 19 MINUTES 16 SECONDS WEST 464.75 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF PARCEL "AO" IN SAID QUARTER SECTION, AND A POINT ON THE SOUTH LINE OF PARCEL "AI" IN SAID QUARTER SECTION AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 65 DEGREES 19 MINUTES 16 SECONDS WEST 189.98 FEET ALONG SAID LINE;
THENCE NORTH 24 DEGREES 01 MINUTES 44 SECONDS EAST 115.35 FEET;
THENCE NORTH 65 DEGREES 38 MINUTES 17 SECONDS WEST 52.00 FEET;
THENCE NORTH 24 DEGREES 40 MINUTES 44 SECONDS EAST 144.95 FEET;
THENCE NORTH 65 DEGREES 19 MINUTES 16 SECONDS WEST 285.61 FEET;
THENCE SOUTH 84 DEGREES 59 MINUTES 17 SECONDS EAST 399.63 FEET;
THENCE SOUTH 01 DEGREES 03 MINUTES 13 SECONDS EAST 149.30 FEET;
THENCE SOUTH 65 DEGREES 19 MINUTES 16 SECONDS EAST 87.75 FEET, ALONG ALONG SAID PARCEL "AI" TO A NORTHWESTERLY CORNER OF SAID PARCEL "AO";
THENCE SOUTH 24 DEGREES 40 MINUTES 44 SECONDS WEST 20.00 FEET ALONG THE WEST LINE OF SAID PARCEL "AO" TO THE NORTHEAST CORNER OF PARCEL "AH" IN SAID QUARTER SECTION;
THENCE NORTH 65 DEGREES 19 MINUTES 16 SECONDS WEST 60.00 FEET;
THENCE SOUTH 24 DEGREES 40 MINUTES 44 SECONDS WEST 40.00 FEET;
THENCE SOUTH 65 DEGREES 19 MINUTES 16 SECONDS EAST 60.00 FEET, ALL ALONG SAID PARCEL "AH", TO THE WEST LINE OF SAID PARCEL "AO";
THENCE SOUTH 24 DEGREES 40 MINUTES 44 SECONDS WEST 199.86 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 1.939 ACRES, FAYETTE COUNTY, IOWA.

PARCEL 24:

LOTS 1 THROUGH 8, INCLUSIVE, AND LOTS 35 THROUGH 43, INCLUSIVE, IN LINDLEY'S SUBDIVISION TO THE CITY OF ONAWA, MONONA COUNTY, IOWA.

PARCEL 25:

THE NORTH HALF (N½) OF LOT 44, IN LINDLEY'S SUBDIVISION TO THE CITY OF ONAWA, MONONA COUNTY, IOWA.

PARCEL 26:

THE SOUTH HALF (S½) OF LOT 44, ALL OF LOTS 45 AND 46, AND THE NORTH 50 FEET OF LOT 47, IN LINDLEY'S SUBDIVISION TO THE CITY OF ONAWA, MONONA COUNTY, IOWA.

PARCEL 27:

LOTS 10 AND 34, AND THE NORTH 40 FEET OF LOTS 11 AND 33, IN LINDLEY'S SUBDIVISION TO THE CITY OF ONAWA, MONONA COUNTY, IOWA.

APN: