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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

REAL ESTATE CONTRACT-INTALLMENTS AND GOODS AND EQUIPMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:
Daniel H. Swift, 108 N. Madison St., PO Box 207, Manchester, (563) 927-4901

Taxpayer Information:
Donald J./Beatrice M. Dilger

Return Address
Donald J./Beatrice M. Dilger

Grantors:
Community Savings Bank

Grantees:
Donald J. Dilger and Beatrice M. Dilger

Legal Description: See Page 2

Document or instrument number if applicable:

REAL ESTATE CONTRACT- INSTALLMENTS

and GOODS AND EQUIPMENT AGREEMENT

IT IS AGREED this 25 day of April, 2011, by and between
Community Savings Bank, an Iowa Banking Corporation

of the County of Delaware, State of Iowa, Sellers; and
Donald J. Dilger and Beatrice M. Dilger, husband and wife,

of the County of Chickasaw, State of Iowa, Buyers;

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to purchase the following described real estate situated in the County of Delaware, State of Iowa, to-wit: LOT FOUR A (4A) OF THE SUBDIVISION OF LOT FOUR (4) OF FRIEDLEIN SUBDIVISION, A SUBDIVISION OF LOT FOUR (4), EXCEPT THE EAST TWO HUNDRED (200) FEET THEREOF, OF WEST COMMERCIAL SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW 1/4 - NE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE FIVE (5), WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 8 PLATS, PAGE 147; ALSO LOT THREE B (3B) OF THE SUBDIVISION OF LOT 3 OF FRIEDLEIN SUBDIVISION, SECTION 31, T89 N, R5W OF THE FIFTH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA; ~~EXCEPT the West One Hundred (100) feet of the collectively described above real estate.~~

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

1. TOTAL PURCHASE PRICE. The Buyers agree to pay for said property the total of $365,000.00 due and payable at 101 E. Union St., PO Box 77, Edgewood, IA 52042, Delaware County, Iowa, as follows:

(a) **DOWN PAYMENT** of $1,000.00 **RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED:** and

(b) **BALANCE OF PURCHASE PRICE.** $364,000.00, as follows:

The purchase price shall bear interest at the rate of 4.99% per annum; the payments due under this Contract will be amortized over a twenty (20) year period; the entire purchase price will be due on or before three (3) years from the signing of this Agreement; attached hereto and identified as Exhibit "A" is copy of amortization schedule showing the payments required over the term of three (3) years prior to the balloon and showing the amount the Buyers will need to pay on a monthly basis and said Exhibit "A" is incorporated herein by this reference.

2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the 25th day of April, 2011; and thereafter so long as they shall perform the obligations of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rentals therefrom on and after date of possession, so indicate by "yes" in the space following _____.

3. TAXES. Sellers shall pay to April 25th, 2011

and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each year. **Any proration of taxes shall be based upon the taxes for the year currently payable unless, the parties state otherwise.**

(Decide, for yourself, if that formula is fair if Buyers are purchasing a lot with newly built improvements).

4. SPECIAL ASSESSMENTS. Sellers shall pay the special assessments against this property:

(a) ~~Which, if not paid, in the year _____, would become delinquent and all assessments payable prior thereto.~~

(b) Which are a lien thereon as of April 25th, 2011 (Date).

(c) Including all sewage disposal assessments for overage charge heretofore assessed by any municipality having jurisdiction as of date of possession.

Buyers, except as above stated, shall pay all subsequent special assessments and charges before they become delinquent.

5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' equity herein. Should Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLERS. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding _____% of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyers hereby expressly consent to such a mortgage and agree to execute and deliver all necessary papers to aid Sellers in securing such a mortgage which shall be prior and paramount to any of Buyers' then rights in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE. If Buyers have reduced the balance of this contract to the amount of any existing mortgage balance on said premises, they may at their option, assume and agree to pay said mortgage according to its terms, and

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subject to such mortgage shall receive a deed to said premises; or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage. ALLOCATED PAYMENTS. Buyers, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, if reasonably necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. SELLERS AS TRUSTEES. Sellers agree that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of Sellers or their assigns in said real estate; and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers.

6. INSURANCE. Except as may be otherwise included in the last sentence of paragraph 1(b) above, Buyers as and from said date of possession, shall constantly keep in force insurance, premiums therefore to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Sellers may reasonably require on all buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract, in companies to be reasonably approved by Sellers in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. Sellers' interest shall be protected in accordance with a standard or union-type loss payable clause. BUYERS SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLERS for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

7. CARE OF PROPERTY. Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not make any material alteration in said premises without the written consent of the Sellers. Buyers shall not use or permit said premises to be used for any illegal purpose.

8. LIENS. No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.

9. ADVANCEMENT BY SELLERS. If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Seller may, but need not, pay such taxes. special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, see paragraph 5 above.)

10. JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE. If and only if, the Sellers immediately preceding this sale, hold the title to the above described property in joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the Sellers, this sale shall not constitute such destruction and the proceeds of this contract, and any continuing and/or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph 14 below unless and except this paragraph is stricken from this agreement.

11. SELLERS. Spouse, if not titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of the contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

12. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. Failure to promptly assert rights of Sellers herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

13. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) As limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after equitable title passes to Buyers; (f) Spouse if not titleholder, need not join in any warranties of the deed unless otherwise stipulated:

(g)_____
(Mineral reservations of record?)

(h)_____
(Liens?) (Easements not recorded?) (Interests of other parties?) (Lessees?)

14. DEED AND ABSTRACT, BILL OF SALE. If all said sums of money and interest are paid to Sellers during the life of this contract, and all other agreements for performance by Buyers have been complied with, Sellers will execute and deliver to Buyers a Corporate Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract and Sellers will at this time deliver to Buyers an abstract showing merchantable title, in conformity with this contract. Such abstract shall begin with the government patent (unless pursuant to the Iowa State Bar Association title standards there is a lesser requirement as to period of abstracting) to said premises and shall show title thereto in Sellers as of the date of this contract; or as of such earlier date if and as designated in the next sentence. This contract supersedes the previous written offer of Buyers to buy the above described property which was accepted by Sellers on the ____ day of _____,_____. Sellers shall also pay the cost of any abstracting due to any act or change in the personal affairs of Sellers resulting in a change of title by operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers, Sellers shall execute and deliver a Bill of Sale consistent with the terms of this contract. Sellers shall pay all taxes on any such personal property payable in _____, and all taxes thereon payable prior thereto.

15. APPROVAL OF ABSTRACT. Buyers have not examined the abstract of title to this property and such abstract is not accepted.

16. FORFEITURE. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

17. FORECLOSURE AND REDEMPTION. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may

be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings: all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successor in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

18. ATTORNEY'S FEES. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Sellers, or in any other case permitted by law in which attorney 's fees may be collected from Buyers, or imposed upon them, or upon the above described property, Buyers agree to pay reasonable attorneys' fees.

19. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

20. ASSIGNMENT. In case of the assignment of this contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.

21. PERSONAL PROPERTY. If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such property shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereof against all such personal property.

22. CONSTRUCTION. Words and phrases herein, including acknowledgements hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. See paragraph 11 above, for construction of the word "Sellers."

23. RELEASE OF RIGHTS. Each of the Sellers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

24. LEAD-BASED PAINT NOTICE. If applicable, see attached Disclosure of Information on Lead-Based and/or Lead-Based Paint Hazards.

25. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

26. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

B. ~~The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~

C. ~~Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that~~ _____ _____.

27. SPECIAL PROVISIONS.

See attached Exhibit "B"

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 CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: April 25, 2011

Donald J. Dilger — BUYERS

Dated: April 25, 2011

Beatrice M. Dilger — BUYERS

COMMUNITY SAVINGS BANK
Executed in duplicate or triplicate

By _____
Steven A. Brady

By _____
Jacqueline A. Johnson — SELLERS

101 E. Union St., PO Box 77
Edgewood, Iowa 52042
SELLERS' ADDRESS

Donald J. Dilger

Beatrice M. Dilger — BUYERS

BUYERS' ADDRESS

STATE OF Iowa, Delaware County, ss
This instrument was acknowledged before me on April 25, 2011,
by, Donald J. Dilger and Beatrice M. Digler, husband and wife,

COMMUNITY SAVINGS BANK CORPORATE SEAL EDGEWOOD, IOWA

Jerry Burke
Notary Public

JERRY BURKE
Commission Number 756744
My Commission Expires
Jan 29, 2012

THE IOWA STATE BAR ASSOCIATION Official Form No. 182	Daniel H. Swift	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 26th day of April, 2011, before me, the undersigned, a Notary Public in and for the said State, personally appeared Steven A. Brady and Jacqueline A. Johson, to me personally known, who being by me duly sworn, did say that they are the President & CEO and Exective Vice President, respectively, of the corporation executing the within and foregoing instrument **to which this is attached,** that ~~(no seal has been procured by the~~) (the seal affixed thereto is the seal of the) corporation; that the instrument was signed **(and sealed)** on behalf of the corporation by authority of its Board of Directors; and that Steven A. Brady and Jacqueline A. Johson as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

12-13-2013, Notary Public in and for said State.

AMY L. KELCHEN
Commission Number 731916
My Commission Expires

(Section 558.39, Code of Iowa)

COMMUNITY SAVINGS BANK
CORPORATE SEAL
LOGAN, IOWA

Acknowledgment: For use in the case of corporations

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Exhibit "A"

Friday Apr 22, 2011 8:46 AM

Loan Calculator Amortization Schedule

Pymt	Pymt Date	Principal	Interest	Balance	Int Paid	Int YTD
1	06/01/2011	0.00	1,542.66	364,000.00	1,542.66	1,542.66
2	07/01/2011	0.00	1,492.89	364,000.00	3,035.55	3,035.55
3	08/01/2011	0.00	1,542.67	364,000.00	4,578.22	4,578.22
4	09/01/2011	875.39	1,542.66	363,124.61	6,120.88	6,120.88
5	10/01/2011	928.74	1,489.31	362,195.87	7,610.19	7,610.19
6	11/01/2011	883.04	1,535.01	361,312.83	9,145.20	9,145.20
7	12/01/2011	936.17	1,481.88	360,376.66	10,627.08	10,627.08
8	01/01/2012	890.75	1,527.30	359,485.91	12,154.38	1,527.30
9	02/01/2012	898.68	1,519.37	358,587.23	13,673.75	3,046.67
10	03/01/2012	1,000.26	1,417.79	357,586.97	15,091.54	4,464.46
11	04/01/2012	906.70	1,511.35	356,680.27	16,602.89	5,975.81
12	05/01/2012	959.17	1,458.88	355,721.10	18,061.77	7,434.69
13	06/01/2012	914.60	1,503.45	354,806.50	19,565.22	8,938.14
14	07/01/2012	966.83	1,451.22	353,839.67	21,016.44	10,389.36
15	08/01/2012	922.55	1,495.50	352,917.12	22,511.94	11,884.86
16	09/01/2012	926.44	1,491.61	351,990.68	24,003.55	13,376.47
17	10/01/2012	978.35	1,439.70	351,012.33	25,443.25	14,816.17
18	11/01/2012	934.50	1,483.55	350,077.83	26,926.80	16,299.72
19	12/01/2012	986.17	1,431.88	349,091.66	28,358.68	17,731.60
20	01/01/2013	942.61	1,475.44	348,149.05	29,834.12	1,475.44
21	02/01/2013	942.57	1,475.48	347,206.48	31,309.60	2,950.92
22	03/01/2013	1,088.96	1,329.09	346,117.52	32,638.69	4,280.01
23	04/01/2013	951.18	1,466.87	345,166.34	34,105.56	5,746.88
24	05/01/2013	1,002.39	1,415.66	344,163.95	35,521.22	7,162.54
25	06/01/2013	959.46	1,458.59	343,204.49	36,979.81	8,621.13
26	07/01/2013	1,010.44	1,407.61	342,194.05	38,387.42	10,028.74
27	08/01/2013	967.80	1,450.25	341,226.25	39,837.67	11,478.99
28	09/01/2013	971.91	1,446.14	340,254.34	41,283.81	12,925.13
29	10/01/2013	1,022.54	1,395.51	339,231.80	42,679.32	14,320.64
30	11/01/2013	980.36	1,437.69	338,251.44	44,117.01	15,758.33
31	12/01/2013	1,030.76	1,387.29	337,220.68	45,504.30	17,145.62
32	01/01/2014	988.88	1,429.17	336,231.80	46,933.47	1,429.17
33	02/01/2014	993.07	1,424.98	335,238.73	48,358.45	2,854.15
34	03/01/2014	1,134.77	1,283.28	334,103.96	49,641.73	4,137.43
35	04/01/2014	1,002.09	1,415.96	333,101.87	51,057.69	5,553.39
36	05/01/2014	333,101.87	1,366.17	0.00	52,423.86	6,919.56
The last payment will vary depending on early/late payments						334,468.04

Loan Calculator

Loan Amount		364,000.00	Type		Freq		Date 1st	Pymts	Payment Amt
Interest Rate		4.9900	1	2	M	1	06/01/2011	3	0.00
Days Per Month	1	Days Per Year 2	2	0	M	1	09/01/2011	33	2,418.05
Date Opened		05/01/2011	3	0		0	?	0	0.00
Minimum Finance Charge		0.00	4	0		0	?	0	0.00
Add-on Finance Charge		0.00	5	0		0	?	0	0.00
Prepaid Finance Charges		0.00	6	0		0	?	0	0.00
Credit Life Rate	0	0.0000%	7	0		0	?	0	0.00

Friday Apr 22, 2011 8:46 AM

Loan Calculator Amortization Schedule

Pymt	Pymt Date	Principal	Interest	Balance	Int Paid	Int YTD
Accident/Health Rate	0	0%	8 0 0 ?		0	0.00
Annual Percentage Rate		4.9911%	Maturity Term			36 Months
Amount Financed		364,000.00	Maturity Date			05/01/2014
Total Finance Charge		52,423.86	Credit Life Premium			0.00
Total of Payments		416,423.86	Accident/Health Premium			0.00

EXHIBIT "B"

Special Provisions

28. **Equipment and Goods.** Seller and Buyers agree the Buyers are purchasing equipment and goods as part of this transaction with a value of Eighty One Thousand Three Hundred Eighty Nine Dollars and Forty Six Cents ($81,389.46). The purchase price of the equipment and goods is included in the total purchase price listed in paragraph 1 of this document. Seller shall retain ownership of the goods and equipment until all payments have been made under this Agreement. Seller shall deliver a Bill of Sale to Buyers for the goods and equipment upon full and complete performance by Buyers of this Agreement. Attached hereto and identified as Exhibit "C" is copy of the goods and equipment being purchased by Buyers. Buyers agree the goods and equipment as shown as attached Exhibit "C" are subject to the forfeiture provisions of paragraph 16 of this Agreement and may be forfeited pursuant to Chapter 656 of the Code of Iowa. Buyers agree to provide to Seller a Security Agreement securing whatever accrued interest they may have in the goods and equipment to Seller. Buyers also consent to the filing by Seller of a UCC Financing Agreement. Attached hereto and identified as Exhibit "D" is copy of said Security Agreement and said Exhibit "D" is incorporated herein by this reference; the original of this document will be signed by the Buyers. Further, attached hereto and identified as Exhibit "E" is copy of UCC Financing Statement which will be filed in the same form and substance by the Seller. Any action by Seller to collect any sums payable or secured hereunder, or to protect the lien or title hereof of Seller in the real estate, goods and/or equipment, or in any other case permitted by law in which attorney fees may be collected from Buyers, or imposed upon them, or upon the above-described property, goods and equipment, Buyers agree to pay reasonable attorney fees.

Buyers agree and consent to Seller filing a UCC-1 Financing Statement with the Delaware County Recorder to secure to Seller any goods and equipment which may become or are fixtures, either now, or in the future, upon the real estate described in this Agreement. Buyers also consent to the filing of the UCC-1 Financing Statement with the Iowa Secretary of State.

29. **Platting.** Seller and Buyers agree that a Plat is being prepared to show the actual descriptions of the property being purchased. The real estate description contained in this Agreement will be modified upon the final recording of the final Plat to reflect the description in the Plat to be recorded.

30. **First Option to Purchase.** Buyers have first option to purchase the West one hundred (100) feet of the real estate described herein and to be shown in the Plat for Thirty Five Thousand Dollars ($35,000.00), at any time during the term of this Agreement. Buyers shall exercise their right to purchase this real estate by providing written notice of their intent to purchase the West one hundred (100) feet to Seller. The transaction will then close within ninety (90) days of the date Buyers provide notice to Seller of their intent to exercise their option. If the option is not exercised during the term of this Contract, Buyers waive the option to purchase the real estate and same will be held to be of no further force and affect and same will be null and void.

COMMUNITY SAVINGS BANK

By _____
Steven A. Brady

By _____
Jacqueline A. Johnson

_____
Donald J. Dilger, Buyer

_____
Beatrice M. Dilger, Buyer



Booths and Seating Package

Quantity	*Description*
30	Heavy duty maple dining chairs with spindle back
50	Maple dining chairs with hunter green padded seats - heavy duty
5	4 Passenger brown leather padded backs and seat booth openings
5	30" x 48" wall mount brown/tan Formica top booth tables
7	4 passenger brown leather padded seats w/leaf tweed backs booths
2	7' x 7' corner brown leather padded seats w/leaf tweed back booths
7	30" x 48" hunter green Formica top wall mount booth tables
2	Custom sized corner boother tables - hunter green
2	2 passenger brown leather padded seat with leaf tweed backs booths
2	30" x 30" wall mount hunter green booth tables
3	6 passenger brown leather padded seat with leaf tweed back booths
3	30" x 60" hunter green wall mount booth tables
7	30" x 48" brown/tan Formica top tables with dura edge
7	36" x 36" hunter green top tables w/base
4	30" x 48" hunter green top tables w/base
1	52" round hunter green top table with base
14	6' light oak Formica top banquet tables
80	Hunter green 2" pad stacking chairs with stacking bars
4	oak high chairs
3	Booster seats
3	Baby carriers stands

Bar Seating - Equipment - Related

1	7' x 18' custom built front bar with padded arm rail and pine foot rest Formica top with pine base facia board - 18' back bar - mirrored
27	Maple bar chairs - swivel - matching
4	30" round brown/tan stand up bar tables with foot rail
1	True TBB-4 under counter back bar bottle cooler with s/s top - 3 door
1	Beverage Air DW79 - 3 sliding lid bottle cooler - black
1	True portable 1 keg tap box
1	Single tapper tower with 4 heads - with pump in walk in
1	7' s/s Eagle 3 bin bar sink with drain boards
1	30" s/s glass drain table
2	10 product hand guns
2	16" x 24" ice bins with cold plates
1	Toshiba 30" flat screen tube style TV with wall mount bracket
2	JVC 27" color TV's with wall mount brackets
1	Cinema Vision HDTV 56" rear projection TV
1	Pine 30" x 60" TV stand
4	JBL speakers
1	Spot light
1	Hamilton Beach bar blender
2	S/S shaker glasses
1	Glass Pro bar glass washer
6	spill stops
1	Condiment rail
1	Qty metered shot pourers
68	rocks and pilsners glasses
2	bar organizers
3	22" s/s speed rails
1	48" s/s speed rail

POS System - Phone System

1	Aloha POS register system w/3 Radiant Systems touch screen monitors with 1 cash drawer - 4 slip printers
1	Comdail G0408 control phone box with ATI-D box - phones

Kitchen Equipment

1	Alto Shaam 1000-TH-1 cook and hold oven - portable
1	Henny Penny 500 - 3 phase pressure fryer
1	Dean SR42GNS - gas 40# fryer
1	Frymaster MJ35SD gas fryer
1	Frymaster MJ35SD gas fryer
1	Fry dump station
1	48" Magic Kitchen FM SMB 48" lava rock chargrill with 2 broilers
1	Royal 48" gas flat grill
1	Randell 55" - 2 drawer refrigerated equipment stand
1	Royal 6 burner gas range with oven and over shelf
1	Stack Blodgett Zephaire gas convection ovens
1	Captive Air 48" x 12' s/s exhaust hood &
1	Captive Air 48" x 12' s/s exhaust hood w/Ansul R102 wet fire system
2	Exhaust fans
1	Tempered return air fan with Captive Air controls
1	Volrath 4 well electric black steam table with sneeze guard - tstats
1	6' cambro counter top sald bar
1	Wasserstrom 4 well electric steam table
1	Hobart AM14 pass through dish machine - 3 phase
1	Hatco C-15 - 3 phase - booster heater
1	60" right hand clean table
1	96" left hand soil table with pre rinse and SS-100 disposal
1	Fleetwood 12" meat slicer
1	30" x 8' s/s table with s/s under shelf
1	102" s/s 3 bin sink with drain boards
1	102" s/s 3 bin sink with drain boards
1	Large 20 gallon grease trap
1	24" x 48" s/s double plate cabinet
1	30" x 30" s/s table
1	24" x 72" s/s cabinet with 2 sliding doors - nice
1	30" x 8' coffee/post mix cabinet with drain - 3 cup lowrators - s/s
1	30" x 106" s/s plate warming shelf with 1 Hatco 72" warmer
1	24" x 36" s/s table with back splash & double under shelf
2	72" s/s wall shelves
1	30" x 48" s/s table
1	30" x 60" s/s table
1	30" x 72" s/s table with glavanized under shelf
3	Portable sheet pan racks
1	7' s/s wall mount shelf
2	Eliason 35" light oak Formica kitchen doors w/window
1	Counter Roundup bunn warmer
1	Amana RFS11B commerical microwave
1	Type K fire extinguisher
1	#10 can rack - portable
1	Grease tote

Walk In - Cuber - Refrigeration

1	American Panel combination walk in cooler/freezer - 10' x 23' cooler size: 10' x 13' freezer size: 10' x 10' - with compressors/evaps
1	Hoshizaki KM-630MAF ice cuber with bin
1	Water filter system
1	True 2 door s/s freezer
1	True 1 s/s door cooler
1	Delfield 27" 2 drawer - 1 lid prep table
1	Stanley 48" refrigerated pastry case with 1 door u/c cooler
1	Superior 27" sandwich prep table with 1 lid
2	36" eagle shelving units
17	Portable 48" Metor rack
4	48" wall mount double wire wall shelves
2	Eagle chrome 48" racks
1	S/S 2 tub dipping cabinet

Dining & Service Related

Dining, Bar & Service Related glassware, silverware, dishes, pots, pans, utensils, etc.

Wall Décor & More

All interior decorations and other business related furnishing

Exhibit D

CAVEAT: DO NOT USE THIS FORM IF THIS TRANSACTION IS A CONSUMER CREDIT TRANSACTION

SECURITY AGREEMENT - GENERAL FORM

1. **GRANT OF SECURITY INTEREST.** For value received, as security for the Obligations (as defined below) the undersigned ("Debtor") hereby grants, creates, and provides to Community Savings Bank, an Iowa Banking Corporation ("Secured Party") a security interest in the property described in the paragraphs checked below:

☒ All of Debtor's inventory now owned or hereafter acquired;

☒ All of Debtor's accounts, Deposit Accounts, Investment Property, Letter of Credit Rights, Supporting Obligations now existing or hereafter arising, together with all interest of Debtor in any goods, the sale or lease of which give rise to any of Debtor's accounts, and all chattel paper, documents and instruments relating to accounts;

☒ All of Debtor's general intangibles, now owned or hereafter acquired;

☒ All of Debtor's equipment now owned or hereafter acquired;

☐ All of Debtor's farm products now owned or hereafter acquired;

☒ All of Debtor's fixtures on the real estate described in Paragraph 3 below;

☒ Debtor's Commercial Tort Claims specifically identified as: _____

☒ Property described as

_____

together with the proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for all of the foregoing together with books and records pertaining to the foregoing and the equipment containing the books and records. . Debtor will promptly deliver to Secured Party, duly endorsed when necessary, all such chattel paper, Letter of Credit Rights, including electronic documents and instruments and related guaranties, now on hand or hereafter received or will sign a Control Agreement pertaining to same.

All such property in which a security interest is granted is herein called the "Collateral."

2. **OBLIGATIONS.** The aforesaid security interests secure payment and performance of the following obligations (the "Obligations"):
Real Estate Contract-Installments and Goods and Equipment Agreement

together with all other obligations of Debtor to Secured Party now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety and including, but not limited to, future advances and amounts advanced and expenses and attorneys' fees incurred pursuant to this Security Agreement.

3. **REAL ESTATE.** Any Collateral attached to, or grown upon, land (such as fixtures, crops, timber or minerals) will be grown upon or attached to the following described real estate:
See attached Exhibit "A"

and the name of the record owner of such real estate (if other than Debtor) is:

4. **COPY - FILING.** A carbon, photocopy or other reproduction of this Security Agreement may be filed as a financing statement. IF FOR FIXTURES, TIMBER, MINERALS OR GAS, SUCH A FILING SHALL BE FILED FOR RECORDING IN THE REAL ESTATE RECORDS.

5. **DEBTORS.** Each of the undersigned, if more than one, execute this Security Agreement as his, her, its, their joint and several obligation and it shall be binding upon and fully enforceable against either or both, or any or all of them, and reference herein to "Debtor" shall in such case be deemed to be plural, provided however that nothing contained herein shall extend personal liability under any of the Obligations as to which such Debtor is not otherwise liable.

6. **REPRESENTATIONS.** Debtor represents, warrants and agrees:

a. All Collateral is bona fide and genuine and Debtor is authorized to grant a security interest in the Collateral, free and clear of all liens and encumbrances, except the security interest created hereby and except

b. Debtor's principal place of business is the address shown herein, and Debtor shall promptly give Secured Party written notice of any change thereof, unless prior written consent of Secured Party is obtained. All Collateral and all of the Debtor's business records are now kept, and shall continue to be kept, at such address, or if not, at

c. Debtor is an individual or, if not, is the following type of entity :_____ organized in the state of _____ with an organization number of _____. If an individual, Debtor resides in the state of _____. Debtor's exact legal name is _____.

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THIS AGREEMENT SPECIFICALLY INCLUDES ALL OF THE ADDITIONAL PROVISIONS SET FORTH BELOW AND ON THE REVERSE SIDE HEREOF. DEBTOR ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS SECURITY AGREEMENT.

DATED: April 25, 2011

Donald J. Dilger (Debtor)

Beatrice M. Dilger (Debtor)

712 W. Court
Number and Street

New Hampton
City

Chickasaw Ia.
County State

ADDRESS OF SECURED PARTY (FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED)

101 E. Union St., PO Box 77
Number and Street

Edgewood
City

Delaware Iowa
County State

1. **REPRESENTATIONS AND AGREEMENTS.** Debtor represents and warrants to Secured Party, and agrees that:

a. If a corporation or other business entity, Debtor is duly organized, existing, and is qualified and in good standing in all states in which it is doing business, and the execution, delivery and performance of this Security Agreement are within Debtor's powers, have been duly authorized, and are not in contravention of law or the terms of Debtor's charter, bylaws if any, or any indenture, agreement or undertaking to which Debtor is a party, or by which it is bound. If an individual, Debtor is of legal age. Debtor will not change his, her or its name, or identity unless written notice is given in advance to Secured Party.

b. Debtor shall maintain insurance upon the Collateral which is tangible property against all customarily insured risks for the full insurable value thereof (and furnish Secured Party with duplicate policies if Secured Party so requests), loss to be payable to Debtor and Secured Party as their respective interests may appear. The Secured Party's interest shall be protected in accordance with a standard or union-type loss payable clause. In the event of any loss or damage to any Collateral, Debtor will give Secured Party written notice thereof forthwith, promptly file proof of loss with the appropriate insurer and take all other steps necessary or appropriate to collect such insurance. If Secured Party so elects, Secured Party shall have full authority to collect all such insurance and to apply any amount collected to amounts owed hereunder, whether or not matured. Secured Party shall have no liability for any loss which may occur by reason of the omission or the lack of coverage of any such insurance.

c. Debtor shall at all times maintain Collateral which is tangible property in good condition and repair, defend at Debtor's expense all Collateral from all adverse claims and shall not use any of the Collateral for any illegal purpose.

d. Debtor shall (i) keep such books and records pertaining to the Collateral and to Debtor's business operations as shall be satisfactory to Secured Party; (ii) permit representatives of Secured Party at any time to inspect the Collateral and inspect and make abstracts from Debtor's books and records; and (iii) furnish to Secured Party such information and reports regarding the Collateral and Debtor's business operations and its financial status, as Secured Party may from time to time reasonably require. SECURED PARTY IS HEREBY AUTHORIZED TO REQUEST CONFIRMATION OF SUCH INFORMATION OR ADDITIONAL INFORMATION OF ANY KIND WHATSOEVER DIRECTLY FROM ANY THIRD PARTY HAVING DEALINGS WITH DEBTOR. SECURED PARTY IS FURTHER IRREVOCABLY AUTHORIZED TO ENTER DEBTOR'S PREMISES TO INSPECT THE COLLATERAL.

e. Debtor shall give such notice in writing (including but not limited to notice of assignment or notice to pay Secured Party directly) as Secured Party may require at any time to any or all account debtors, with respect to accounts which are Collateral, and, if Secured Party shall so request, deliver to Secured Party copies of any and all such notices.

f. Debtor shall promptly transmit to Secured Party all information that it may have or receive with respect to Collateral or with respect to any account debtor which might in any way affect the value of the Collateral or Secured Party's rights or remedies with respect thereto.

g. Unless in default under this Security Agreement, Debtor may sell inventory in the ordinary course of business and consume any raw materials or supplies, the use and consumption of which are necessary to carry on Debtor's business. Debtor shall not otherwise consume, assign or transfer any Collateral without prior written consent of Secured Party. The provision of this Security Agreement granting a security interest in proceeds shall not be construed to mean that Secured Party consents to any sale or disposition of any Collateral.

h. Debtor shall pay when due all taxes, assessments, and any other governmental levy which is, or may be, levied against any Collateral, and shall otherwise maintain the Collateral free of all liens, charges, and encumbrances (except liens set forth herein and the security interest created hereby).

i. Debtor shall not store any Collateral with any warehouseman without Secured Party's consent.

j. Debtor shall promptly, unless Secured Party shall waive such requirement in writing, deliver to Secured Party all certificates of title, if any, (or any other documents evidencing title) to all Collateral with such proper notations, assignments or endorsements as may be necessary or appropriate to create, protect or preserve Secured Party's security interest in the Collateral.

k. Debtor shall, at its cost and expense, execute, deliver, file or record (in such manner and form as Secured Party may require) any assignment, financing statement or other paper that may be necessary or desirable, or that Secured Party may request, in order to create, preserve or perfect any security interest granted hereby or to enable Secured Party to exercise and enforce its rights hereunder or under any Collateral. Secured Party is further granted the power, coupled with an interest, to sign on behalf of Debtor as attorney-in-fact and to file one or more financing statements under the Uniform Commercial Code naming Debtor as debtor and Secured Party as secured party and describing the Collateral herein specified.

2. EXPENSES. Debtor upon demand shall pay to Secured Party forthwith the amounts of all expenses, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in seeking to collect any sums secured hereunder or to enforce any rights in the Collateral. Such amounts shall be secured hereby, and if not paid on demand shall bear interest at the highest rate payable on any of the Obligations.

3. COLLECTION AUTHORITY ON ACCOUNTS. Debtor hereby irrevocably appoints Secured Party its true and lawful attorney, with full power of substitution, in Secured Party's name, Debtor's name or otherwise, for Secured Party's sole use and benefit, but at Debtor's cost and expense, to exercise, if Secured Party shall elect after an event of default has occurred (whether or not Secured Party then elects to exercise any other of its rights arising upon default) all or any of the Debtor's powers with respect to all or any Accounts which are Collateral including, but not limited to:

a. To execute on Debtor's behalf assignments of any or all accounts which are Collateral to Secured Party, and to notify account debtors thereunder to make payments directly to Secured Party;

b. To demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due upon or by virtue thereof;

c. To receive, take, endorse, assign and deliver any and all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by Secured Party in connection therewith;

d. To settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

e. To sell, transfer, assign or otherwise deal in or with the same or the proceeds thereof or the relative goods, as fully and effectually as if Secured Party were the absolute owner thereof; and

f. To extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto. Any funds collected pursuant to such powers shall be applied to the payment of the Obligations. The exercise by Secured Party of, or failure to so exercise, any of the foregoing authority, shall in no manner affect Debtor's liability to Secured Party on any of the Obligations. Secured Party shall be under no obligation or duty to exercise any of the powers hereby conferred upon it and it shall be without liability for any act or failure to act in connection with the collection of or the preservation of any rights under any such accounts. Secured Party shall not be bound to take any steps necessary to preserve rights in any instrument or chattel paper against prior parties.

4. SET OFF. In the event of default hereunder, Secured Party, at its option at any time, and without notice to Debtor, may apply against the Obligations any property of Debtor held by Secured Party. As additional security for payment of the Obligations, Debtor hereby grants to Secured Party [a] security interest in any funds or property of Debtor now or hereafter in possession of Secured Party and with respect thereto Secured Party will have all rights and remedies herein specified.

5. WAIVER. Debtor waives protest, notice of dishonor, and presentment of all commercial paper at any time held by Secured Party on which Debtor is in any way liable, notice of non-payment at maturity of any account or chattel paper, and notice of any action taken by Secured Party except where notice is expressly required by this Security Agreement or cannot by law be waived.

6. DEFAULT. Debtor will be in default upon the occurrence of any of the following events: (a) failure to make the payment, when due and payable of any of the Obligations, (b) failure of the performance of any obligation or covenant contained or referred to herein, (c) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished (d) any event which results in the acceleration of the maturity of the indebtedness of Debtor or any guarantor or co-maker of any of the Obligations to others under any indenture, agreement or undertaking; (e) loss, theft, damage, destruction or encumbrance to, or of, the Collateral or the making of any levy, seizure of attachment thereof or thereon; (f) death of, dissolution of, termination of existence of, insolvency of, business failure of, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency law by or against, Debtor or any guarantor or co-maker of any of the Obligations; (g) the occurrence or nonoccurrence of any event or events which causes the Secured Party, in good faith, to deem itself insecure for any reason whatsoever. In any such event Secured Party may at its option declare any or all of the Obligations to be due and payable and such sums shall then be due and payable immediately, without notice or demand.

7. RIGHTS AND REMEDIES ON DEFAULT. After the occurrence of any event of default, Secured Party may exercise at any time and from time to time any rights and remedies available to it under applicable law, including but not limited to the right to sell, lease or otherwise dispose of the Collateral and the right to take possession of the Collateral. FOR THAT PURPOSE SECURED PARTY MAY ENTER UPON ANY PREMISES ON WHICH THE COLLATERAL OR ANY PART THEREOF MAY BE SITUATED AND REMOVE IT. Secured Party may require Debtor to assemble the Collateral and make it available at a place to be designated by Secured Party which is reasonably convenient to both parties. If at the time of repossession any of the Collateral contains other personal property not included in the Collateral, Secured Party may take such personal property into custody and store it at the risk and expense of Debtor. Debtor agrees to notify Secured Party within forty-eight (48)_____hours after repossession of the Collateral of any such other personal property claimed, and failure to do so will release Secured Party and its representatives from any liability for loss or damage thereto. Any notice of intended disposition of any of the Collateral required by law shall be deemed reasonable if such notice is given at least ten (10)_____ days before the time of such disposition. Any proceeds of any disposition by Secured Party of any of the Collateral may be applied by it to the payment of expenses in connection with the Collateral, including but not limited to repossession expenses and reasonable attorneys' fees and legal expenses, and any balance of such proceeds shall be then applied against the Obligations and other amounts secured hereby in such order of application as Secured Party may elect.

8. GENERAL

a. Secured Party may, as its option, pay any tax, assessment, or other Governmental levy, or insurance premium or any other expense or charge relating to Collateral which is payable by Debtor (and not timely paid by it), and further may pay any filing or recording fees. Any amount or amounts so paid, with interest thereon at the highest rate payable on any of the obligations (from the date of payment until repaid) shall be secured hereby and shall be payable upon demand.

b. Secured Party shall not be deemed to have waived any of its rights hereunder or under any other agreement, instrument or paper signed by Debtor unless such waiver be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

c. Any notice, if mailed, shall be deemed given when mailed postage prepaid, addressed to Debtor at its address shown above, or at any other address of Debtor appearing on Secured Party's records.

d. Covenants, representations, warranties and agreements herein set forth shall be binding upon Debtor, its legal representatives, successors and assigns. This Security Agreement may be assigned by Secured Party and all rights and privileges of Secured Party under this Security Agreement shall then inure to the benefit of its successors and assigns.

e. If any provision of this Security Agreement shall be for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Security Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

f. If Debtor is a guarantor, endorser, co-maker, or an accommodation party with respect to the Obligations, Debtor hereby waives the benefit of any and all defenses and claims of damage which are dependent upon Debtor's character as a party other than the maker. Each party to any of the Obligations hereby consents to and waives notice of (1) any and all extensions (whether or not for longer than the original period) granted as to the time of payment of any or all of the Obligations, and (2) any renewal of any or all of the Obligations.

g. This Security Agreement and all rights and duties hereunder, including but not limited to all matters of construction, validity, and performance, shall be governed by the law of Iowa.

h. Unless otherwise defined or the context otherwise requires, all terms used herein which are defined in the Iowa Uniform Commercial Code shall have the meanings therein stated. The rights and remedies herein conferred upon Secured Party shall be in addition to, and not in substitution or in derogation of, rights and remedies conferred by the Iowa Uniform Commercial Code and other applicable law.

i. All words and phrases used herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, as the context may require.

j. Captions are inserted for convenience only and shall not be taken as altering the text.

9. CERTIFICATION

a. Secured Party and Debtor each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

b. Each party hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

EXHIBIT "A"

LOT FOUR A (4A) OF THE SUBDIVISION OF LOT FOUR (4) OF FRIEDLEIN SUBDIVISION, A SUBDIVISION OF LOT FOUR (4), EXCEPT THE EAST TWO HUNDRED (200) FEET THEREOF, OF WEST COMMERCIAL SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW ¼ - NE ¼) OF SECTION THIRTY ONE (31), TOWNSHIP EIGHTY NINE (89) NORTH, RANGE FIVE (5) WEST OF THE FIFTH PRINCIPAL MERIDAIN, IN THE CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, ACCORDING TO THE PLAT RECORDED IN BOOK 8 PLASSTS, PAGE 147; ALSO LOT THREE B (3B) OF THE SUBDIVISION OF LOT 3 OF FRIEDLEIN SUBIDVISION, SECTION 31 T89 R 5W OF THE FITH P.M., CITY OF MANCHESTER,DELAWARE COUNTY IOWA