Recorded: 12/27/2012 at 8:26:58.0 AM
Fee Amount: $172.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2012 PG: 4513

Space above this line for Recorder's Use

Prepared by: John P. Manning, V , P.O. Box 411995, St. Louis, MO 63141

Return recorded document to: RABO AGRIFINANCE, INC., 12443 Olive Blvd, Suite 50, St. Louis, MO 63141, Attn: Closing Department

2005 - 3565

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MORTGAGE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN MORTGAGE MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS MORTGAGE ONLY BY ANOTHER WRITTEN MORTGAGE SIGNED BY THE PARTY AGAINST WHOM IT IS TO BE ENFORCED.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $17,600,000.00. 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.

This mortgage affects the Real Property described on Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5 and Exhibit A-6, page(s) 22 to 32.

Randy Osmundson

Real Estate Term Loan: 105644/rs

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Fayette, Delaware, Boone, Monona, Clayton and Worth Counties, Iowa)

THIS MORTGAGE ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER THE UCC

This mortgage is dated as of December 17, 2012. It is by RANDY RAY OSMUNDSON A/K/A RANDY R. OSMUNDSON A/K/A RANDY OSMUNDSON ("Randy Osmundson") and LORI ANN OSMUNDSON A/K/A LORI A. OSMUNDSON A/K/A LORI OSMUNDSON ("Lori Osmundson"), husband and wife and N.F.G., L.L.C., an Iowa limited liability company ("N.F.G., L.L.C.") (Randy Osmundson and Lori Osmundson and N.F.G., L.L.C. are herein individually and collectively, "Grantor"), to and in favor of RABO AGRIFINANCE, INC., a Delaware corporation, as agent for itself and the other Secured Parties

(defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance, Inc., in that capacity, "Mortgagee").

RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make a loan in the original principal sum of $7,600,000.00 to Randy Osmundson and Lori Osmundson (individually and collectively, "Borrower") under the terms and conditions of the Credit Agreement between Borrower and Lender dated as of the date of this mortgage (the "Credit Agreement"). Each capitalized term used in this mortgage that is defined in the Credit Agreement and not defined in this mortgage will have the meaning specified in the Credit Agreement. This mortgage will be interpreted in accordance with the Drafting Conventions.

Borrower has or may also enter into certain derivatives transactions under Hedging Agreements with Swap Counterparties, under which Borrower has or may incur Hedging Obligations to Swap Counterparties.

The Loan Obligations (defined in the Credit Agreement) are guaranteed by N.F.G., L.L.C. and Northern Ag Service, Inc. (individually and collectively, "Guarantor") under the terms and conditions of one or more guaranties in favor of Lender dated as of the date of this mortgage. The Hedging Obligations are guaranteed by Guarantor under the terms and conditions of the Hedging Agreements and/or a separate guaranty of the Hedging Obligations (the Credit Agreement, the Guaranty, and the Hedging Agreements and any separate guaranty of the Hedging Obligations are herein sometimes individually and collectively referred to as the "Debt Instrument").

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Mortgagee wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in Fayette, Delaware, Boone, Monona, Clayton and Worth Counties, Iowa, and described in EXHIBIT A -1, EXHIBIT A -2, EXHIBIT A -3, EXHIBIT A -4, EXHIBIT A -5, and EXHIBIT A -6 (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or

otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights"); (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, and other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases"); (i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings"); (k) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property; (l) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements or (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements(iii) described on EXHIBIT B; (m) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (n) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (o) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate (the "Condemnation Awards"); (p) money or other personal property of Grantor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties' possession; (q) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (r) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Property; and (s) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

1. **Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 3, and grants the security interest under Section 4, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the Credit Agreement), including (i) the Real Estate Term Loan Note dated as of the date of this mortgage, from Borrower to Lender in the original principal amount of $7,600,000.00 (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "Note"); (ii) all Hedging Obligations; and (iii) all other

indebtedness, liabilities and obligations of Borrower to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this mortgage; (c) all obligations of Grantor to Lender, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank International"), and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank International and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor and which specifically recites that those obligations are secured by this mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the Debt Instrument, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This mortgage does not secure any obligation which is unsecured pursuant to the express terms of the Debt Instrument or any other document, agreement or instrument. Without limitation of the foregoing, this mortgage does not secure the indebtedness, liabilities and obligations of Guarantor as guarantor under the terms and conditions of the Guaranty or any other guaranty given by Guarantor to secure the Hedging Obligations.

2. **Note Maturity Date.** The Note matures on January 1, 2028.

3. **Assignment.** Grantor irrevocably and unconditionally assigns to Mortgagee and grants Mortgagee a security interest in, the Leases; all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other benefits derived from or produced by the Real Estate, including all prepaid rents, security deposits and other supporting obligations (the "Rents"). Mortgagee may collect Rents with or without taking possession of the Property. Mortgagee confers upon Grantor a license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "License"). If an Event of Default has occurred, Mortgagee may terminate the License without notice to or demand upon Grantor. Mortgagee, by its acceptance of this mortgage does not assume any duty or obligation under the Leases.

4. **Grant of Security Interest.** This mortgage is a security agreement under the Uniform Commercial Code in effect in the State of Iowa (the "UCC"); and Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in the Property, to the extent characterized as personal property (the "Personalty"). The address of Grantor adjacent to its signature below is the mailing address of Grantor as debtor under the UCC. The address for Mortgagee

specified in Section 22 is the address for Mortgagee as secured party under the UCC. As used in this mortgage, the term "lien" is synonymous with the term "lien and security interest."

5. **Warranty of Title**. Grantor represents and warrants that Grantor lawfully possesses and holds fee simple title to all of the Land and the Improvements; that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property; and that the Property is unencumbered. Grantor covenants that Grantor will warrant and defend generally the title to, and ownership and possession of, the Property against all claims and demands. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

6. **Additional Representations**. Grantor represents to Mortgagee and Secured Parties that: (a) the Property does not represent the proceeds of unlawful activity under any state, federal or foreign law; (b) the Property includes all property and rights which may be reasonably necessary or desirable to enable Grantor to use, enjoy and operate the Land and the Improvements for the present uses thereof; (c) none of the Land or Improvements is subject to any Lien, offset or claim; (d) Grantor owns the Personalty free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personalty on file in any public office; (e) Grantor has title to, or (in the case of leased property) valid leasehold interests in, all of their properties and assets, real and personal, including the properties and assets and leasehold interests reflected in the Financial Information (other than any properties or assets disposed of in the ordinary course of business); (f) the legal name of Grantor is as appears in the first paragraph of this agreement; (g) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement; (h) each Grantor who is a natural Person resides at the address adjacent to his or her signature below; (i) if Grantor is anything other than a natural Person, it has complied with all applicable laws concerning its organization, existence and the transaction of its business, and is in existence and good standing in its state of organization and each state in which it conducts its business; (j) the execution, delivery and performance by Grantor of this mortgage is within the powers and authority of Grantor and has been duly authorized; (k) to Grantor's knowledge, this mortgage does not conflict with any Applicable Law; (l) this mortgage is a legal, valid and binding agreement of Grantor, enforceable against Grantor in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable ; (m) there has been no Material Adverse Effect as to Grantor since the effective date the Financial Information was provided to Mortgagee or Secured Parties; (n) there is no lawsuit, tax claim or other dispute pending or to Grantor's knowledge threatened against Grantor or the Property that, if determined adverse to Grantor, is reasonably likely to have a Material Adverse Effect; (o) Grantor is not the subject of any Judgment; (p) this mortgage does not conflict with, nor is Grantor in default on any credit agreement, indenture, purchase agreement, guaranty, capital lease, or other investment, agreement, or arrangement presently in effect providing for or relating to extensions of credit in respect of which Grantor is in any manner directly or contingently obligated; (q) Grantor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon, including interest and penalties; (r)before signing this mortgage, Grantor researched, to the satisfaction of Grantor, and inquired into the previous uses and ownership of the Real Estate, and based on that due diligence, to the best of Grantor's knowledge, no Hazardous Substance has been disposed of or released or otherwise exists in, on, under or onto the Real Estate, except as

Grantor has disclosed to Mortgagee or Secured Parties in the Environmental Information; (s) Grantor has complied with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"); (t) Grantor has not received any notices of violations of any Applicable Laws (including Environmental Laws); and Grantor is in compliance with all Applicable Laws; (u) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Property with respect to any violations of Applicable Laws; (v) Grantor's place of business, or its chief executive office, if it has more than one place of business, is located at the address specified below; and (w) unless otherwise disclosed to Mortgagee, Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986; and there is no Event of Default or event which, with notice or lapse of time would be an Event of Default.

7. **Performance of Secured Obligations**. Grantor shall promptly pay and perform each Secured Obligation in accordance with its terms.

8. **Maintenance and Preservation of Property.** Grantor shall: (a) immediately discharge any Lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a Lien which now or hereafter encumbers or appears to encumber all or part of the Property, whether the Lien is or would be senior or subordinate to this mortgage; (b) not alter, remove or demolish any portion of the Improvements, except as permitted or required by the Credit Agreement; (c) maintain (or cause to be maintained) all policies of insurance required under the Credit Agreement and pay (or cause payment of) all premiums for that insurance on or prior to the date when due; (d) promptly and completely repair and/or restore any portion of the Property which becomes damaged or destroyed, in a good and workmanlike manner in accordance with sound building practices, whether or not Grantor has received the proceeds of any Insurance Claim; (e) not commit or allow any waste of the Property, nor do or suffer to be done any act whereby the value of any part of the Property may be lessened; (f) not initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the Credit Agreement; (g) if the Land is agricultural, keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman like manner in accordance with accepted principles of sound agricultural and forestry practices; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of Mortgagee; (h) complete appropriation and all other requirements, if any, necessary to obtain the issuance of any license or water permit issued to Grantor, and take all other steps required or advisable for purposes of perfecting and maintaining in good status all other Water Rights; (i) not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Grantor on the Property or any part of it under this mortgage; and (j) perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

9. **Compliance with Applicable Law** Grantor shall not commit or allow any act upon or use of the Property which would violate any Applicable Law, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property;

10. **Taxes and Assessments**. Grantor shall pay (a) prior to delinquency, all taxes, levies, charges and assessments imposed by Applicable Law or any public or quasi-public authority or utility company which are (or if not paid, may become) a Lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it (individually and collectively "Impositions"); (b) any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this mortgage or any other Transaction Documents, together with any and all interest and penalties thereon; and (c) taxes, levies, charges and assessments on Mortgagee's or Secured Parties' interest therein or upon this mortgage or the Secured Obligations (collectively, "Mortgage Taxes"); except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such excess. If after the date of this mortgage, the State of Iowa passes any law deducting from the value of Land for the purpose of taxation any Lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, then within 180 days after notice by Mortgagee to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of the contested amount or furnished such other security required from time to time by Mortgagee for purposes of payment of the contested amount.

11. **Damages and Insurance and Condemnation Proceeds**. Mortgagee may, at its option, (a) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding; (b) participate in any action or proceeding relating to any Condemnation Award; and (c) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Mortgagee. In each instance, Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds or Condemnation Award, including Legal Fees. The balance shall, at Mortgagee's option, be applied to pay or Prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WHICH PROVIDE FOR ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER, AND ANY OTHER LAW OR SUCCESSOR STATUTE OF SIMILAR IMPORT.

12. **Site Visits, Observation and Testing.** Mortgagee and its agents and representatives may enter and visit the Property at any reasonable time for the purposes of observing it, performing

appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the Credit Agreement, and otherwise to determine Grantor's compliance with this mortgage.

13. **Defense and Notice of Claims and Actions.** At Grantor's sole expense, Grantor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Grantor must give Mortgagee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

14. **Prohibited Transfers.** Grantor agrees that a material factor in Secured Parties' decision to enter into the Secured Obligation Documents is the expertise, financial status and other characteristics of Grantor. Grantor shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Beneficiary may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (a) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, lease of the Property to or for the benefit of a Person not the original Grantor under this instrument, and not expressly permitted under this instrument or the other Secured Obligation Documents, or other transfer of all or any material part of the Property or any interest in it, including any transfer of Mineral Rights, Water Rights, or Water Stock, whether voluntary, involuntary, by operation of law or otherwise; (b) if Grantor is a corporation, any transfer or transfers of shares of the voting power or the direct or indirect beneficial ownership of Grantor; (c) if Grantor is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of the partnership interests; (d) if Grantor is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership of the economic interest in the Grantor; or (e) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust.

15. **Compensation and Reimbursement of Costs and Expenses.** Grantor shall pay (a) fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this mortgage, including Mortgagee's providing a statement; (b) all of Mortgagee's costs and expenses which may be incurred in rendering any such services; and (c) all costs, expenses and other advances which may be incurred or made by Mortgagee in any efforts to enforce any terms of this mortgage or protect the Property, including any rights or remedies afforded to Mortgagee under Section 18, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (defined herein) and any cost of evidence of title. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances that may be incurred or made by Mortgagee in each of those Foreclosure Sales. GRANTOR SHALL INDEMNIFY MORTGAGEE and SECURED PARTIES AGAINST AND SHALL HOLD THEM HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (A) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF

THE OTHER SECURED OBLIGATION DOCUMENTS OR BY LAW; (B) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (C) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE OR SECURED PARTIES TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE SECURED OBLIGATION DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE AND SECURED PARTIES SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS MORTGAGE.

16. **Payments Due under this mortgage** Grantor must pay all obligations to pay money arising under this mortgage immediately upon demand by Mortgagee or Secured Parties. Each such obligation shall bear interest from the date the obligation arises at the Default Rate.

17. **Events of Default**. The following each shall be an event of default under this mortgage (an "Event of Default"): (a) an Event of Default under the Debt Instrument, including a default termination event or other similar event under any Hedging Agreement which is not cured within any grace or cure period specified therein, if any ; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this mortgage is materially substantially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this mortgage to a sum less than the maximum amount secured as specified herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 17, which can be cured by the payment of a sum of money; or (f) for 30 days after notice from Mortgagee or Secured Parties, Grantor is in default under any term, covenant or condition of this mortgage not previously described in this Section 17; provided that if (i) it is reasonably certain that the default can be cured by Grantor within that 30 day period and (ii) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

18. **Remedies**. At any time after an Event of Default, Secured Parties or Mortgagee may (a) declare any or all of the Secured Obligations to be due and payable immediately; (b) cure any breach or default of Grantor; (c) may, to the extent permitted by Applicable Law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Borrower, any Guarantor, or of any Person liable for the payment of the Secured Obligations; (d) in person, by agent or by court-appointed receiver, enter, take possession of, manage and operate all or any part of the Property; (e) exercise any or all of the remedies granted to a secured party under the UCC; (f) bring an action in any court of competent jurisdiction to foreclose this mortgage or to obtain specific enforcement of any of the covenants or agreements of this mortgage; and (g) do any and all other things in connection with those actions that Mortgagee may consider necessary and appropriate to protect the security of this mortgage. GRANTOR

HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MORTGAGEE AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS MORTGAGEE CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION; AND AGREES TO NOT OPPOSE SUCH APPOINTMENT. Notwithstanding the foregoing, in no event will Mortgagee or Secured Parties have any obligation to take any of the actions set forth in this Section 18. Mortgagee shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Mortgagee, unless Mortgagee has given express written notice of its election of that remedy. The proceeds of any receivership shall be applied by the receiver toward the payment of the Secured Obligations or toward the payment of such part of any judgment thereupon which remains unsatisfied after the sale of the Property. The receiver may make repairs and keep the Property in good condition and repair pending a sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefore, pay all premiums of insurance required under this mortgage, and pay all other charges as herein provided.

19. **Sales of Property.** Mortgagee may elect to treat as Personalty any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. Mortgagee may dispose of any Personalty separately from the sale of real property, in any manner permitted by the UCC or any other Applicable Law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation. Mortgagee may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by Applicable Law. To the extent permitted by Applicable Law, Mortgagee may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by the UCC. Grantor agrees that such a sale of Personalty together with real property constitutes a commercially reasonable sale of the personal property. If the Land is located in more than one county, then to the extent permitted by Applicable Law, a judicial or non-judicial foreclosure sale of the Property may be maintained in any one or more of those counties. If the Property consists of more than one lot, parcel or item of property, Mortgagee may: (i) Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (ii) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner (including a Non-Judicial Foreclosure Sale) Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" any two or more, "Foreclosure Sales"). If it chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the lien of this mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full. At any Foreclosure Sale, any person, including Grantor, Mortgagee or Secured Parties, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for that property, Mortgagee or Secured Parties

may settle for the purchase price by crediting the sales price of the property against the Secured Obligations, unless Applicable Law mandates a specific order of application, in which event payments and collections will be applied as mandated by Applicable Law. Any such credit, and all other proceeds of any Foreclosure Sale shall be applied to the Secured Obligations in any order Mortgagee may choose.

20. **Additional Rights**. In addition to the rights and powers given to Mortgagee under this mortgage, Beneficiary shall have all such other rights both in law and equity for collection of the indebtedness secured hereby as it would have but for this mortgage.

21. **Guarantor Provisions.** (a) Guarantor authorizes Mortgagee and Secured Parties to perform any of the following acts at any time, all without notice to Guarantor and without affecting the rights of Mortgagee or Secured Parties or the obligations of Guarantor under this mortgage: (i) alter any terms of the Debt Instrument or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Debt Instrument or any part of it; (ii) take and hold security for the Debt Instrument, accept additional or substituted security for the Debt Instrument, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security; (iii) apply any security now or later held for the Debt Instrument in any order that Mortgagee and Secured Parties may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale; (iv) release Obligor of its liability for the Debt Instrument or any part of it; (v) substitute, add or release any one or more guarantors or endorsers of the Debt Instrument; and (vi) extend other credit to Obligor, and may take and hold security for the credit so extended, whether or not such security also secures the Debt Instrument.

(b) Guarantor waives: (i) any right to require Mortgagee or Secured Parties to proceed against Obligor, proceed against or exhaust any security held from Obligor, or pursue any other remedy in Mortgagee's and Secured Parties' power to pursue; (ii) any defense based on any legal disability of Obligor, any discharge or limitation of the liability of Obligor to Mortgagee or Secured Parties, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that the obligations of Guarantor exceed or are more burdensome than those of Obligor; (iii) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this mortgage and of the existence, creation, or incurring of new or additional indebtedness of Obligor, and demands and notices of every kind; (iv) any defense based on or arising out of any defense that Obligor may have to the payment or performance of the Debt Instrument or any part of it; and (v) until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that Mortgagee or Secured Parties may have against Obligor, and all rights to participate in any security now or later to be held by Mortgagee or Secured Parties for the Debt Instrument.

(c) Guarantor waives all rights and defenses that Guarantor may have because the Debt Instrument may be secured by real property other than the Property hereby encumbered. This means, among other things: (i) Mortgagee and Secured Parties may collect from Guarantor (including enforcing this mortgage against Guarantor) without first foreclosing on any real or personal property collateral securing the Debt Instrument; and (ii) if Mortgagee forecloses on any real property collateral securing the

Debt Instrument: (A) the amount of the Debt Instrument may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) Mortgagee and Secured Parties may collect from Guarantor (including enforcing this mortgage against Guarantor) even if Mortgagee or Secured Parties, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because the Debt Instrument may be secured by real property other than the Property.

(d) Guarantor waives any right or defense it may have at law or equity, to a fair market value hearing or action to determine a deficiency judgment after a foreclosure of any real property other than the Property hereby encumbered.

(e) Guarantor is solely responsible for keeping informed of the financial condition and business operations of Borrower and all other circumstances affecting the ability of Borrower to pay and perform Borrower's obligations to Mortgagee and Secured Parties, and agrees that Mortgagee and Secured Parties will have no duty to disclose to Guarantor any information which Mortgagee or Secured Parties may receive about the financial condition, business operations, or any other circumstances bearing on the ability of Borrower to perform.

(f) No provision or waiver in this mortgage shall be construed as limiting the generality of any other provision or waiver contained in this mortgage or the Guaranty.

22. **Notices.** All notices, approvals, consents, and other communications, under this mortgage ("Notices") must be given in accordance with and will be subject to the terms and provisions of the Credit Agreement. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee or Lender, to 12443 Olive Blvd, Suite 50, St. Louis, MO 63141, Attention: Customer Service Representative; if to Secured Parties other than Lender, c/o Rabobank International, 245 Park Avenue, New York, NY 10167, Attention: Customer Service Representative; and in the case of any other Person, to the address designated by that Person in a notice to Grantor, Mortgagee, and Lender.

23. **Mortgagee.** Without affecting the personal liability of any Person, including Grantor and Obligor, for the payment of the Secured Obligations or the lien of this mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee and Secured Parties may from time to time and without notice: (i) release any person liable for payment of any Secured Obligation; (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or (iv) alter, substitute or release any property securing the Secured Obligations.

24. **Exculpation of Mortgagee.** None of Mortgagee or Secured Parties will be directly or indirectly liable to Grantor or any other person as a consequence of any of the following: (a) the exercise of or failure to exercise any rights, remedies or powers granted to it in this mortgage; (b) any failure or refusal to perform or discharge any obligation or liability of Grantor under any agreement related to the Property or under this mortgage; or (c) any loss sustained by Grantor or any third party resulting from any failure to lease the Property or from any other act or omission in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct and bad faith of Mortgagee or Secured Parties,

respectively. GRANTOR HEREBY EXPRESSLY WAIVES AND RELEASES ALL LIABILITY OF THE TYPES DESCRIBED ABOVE, AND AGREES THAT NO SUCH LIABILITY BE ASSERTED AGAINST OR IMPOSED UPON MORTGAGEE or ANY SECURED PARTY.

25. **Waiver of Dower, Homestead, and Distributive Share.** Grantor relinquishes all right of dower and waives all right of homestead and distributive share in and to the Property. Grantor waives any right of exemption as to the Property.

26. **Waiver of Certain Other Laws.** To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the lien created by this mortgage.

27. **Release.** When all Secured Obligations have been paid in full and the Hedging Agreements have been terminated, Mortgagee shall execute and deliver to Grantor, a release of the Property from the lien of this mortgage.

28. **Additional Provisions**. The Secured Obligation Documents state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this mortgage. The Secured Obligation Documents also grant further rights to Mortgagee and Secured Parties and contain further agreements and affirmative and negative covenants by Grantor which apply to this mortgage and to the Property.

29. **Collateral Agency Agreement**. This mortgage is subject to the terms of the collateral agency agreement between the Secured Parties (the "Collateral Agency Agreement").

30. **Entire Agreement.** This mortgage and the other Secured Obligation Documents collectively: (i) represent the sum of the understandings and agreements between Mortgagee, Secured Parties and Grantor concerning this credit; (ii) replace any prior oral or written agreements between Mortgagee, Secured Parties and Grantor concerning this credit; and (iii) are intended by Mortgagee, Secured Parties and Grantor as the final, complete and exclusive statement of the terms agreed to by them. In the event of any conflict between this mortgage and any other agreements required by this mortgage, this mortgage will prevail.

31. **Other Acts.** Grantor shall cooperate with Mortgagee for the purposes of, and perform all acts which may be necessary or advisable to perfect any lien provided for in this mortgage or to carry out the intent of this agreement. Promptly (but in no event more than ten days) after request by Mortgagee, Grantor will execute, acknowledge and deliver any document which Mortgagee deems necessary or advisable for these purposes, and will, on demand, pay any expenses incurred by Mortgagee in the preparation, execution and filing of any such documents.

32. **No Waiver or Cure**. Each waiver by Mortgagee or Secured Parties must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Mortgagee or Secured Parties to take action on account of any default of Grantor. Consent by Mortgagee

or Secured Parties to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's or Secured Parties' consent to be obtained in any future or other instance. The exercise by Mortgagee or Secured Parties of any right or remedy under this mortgage or the other Secured Obligation Documents or under Applicable Law, shall not: cure or waive a breach, Event of Default or notice of default under this mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Secured Obligation Documents, including any Hedging Agreements, have been cured); or impair the security of this mortgage; or prejudice Mortgagee, Secured Parties or any receiver appointed in accordance with this mortgage, in the exercise of any right or remedy afforded any of them under this mortgage; or be construed as an affirmation by Mortgagee or Secured Parties of any tenancy, lease or option, or a subordination of the lien of this mortgage.

33. **Waivers**. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Grantor waives presentment, demand, protest, notice of protest and notice of dishonor and waives all exemptions as to the Secured Obligations. Each successor and assign of Grantor, including any holder of a Lien subordinate to this mortgage, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

34. **Joint and Several Obligations.** If Grantor consists of more than one Person, each Grantor (a) acknowledges and undertakes, together with the other Grantors, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this mortgage; (b) acknowledges that this mortgage is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (c) agrees that its liability hereunder and under any other Secured Obligation Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE OR SECURED PARTIES EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST THE OTHER GRANTORS UNDER THIS MORTGAGE, OR ANY OTHER SECURED OBLIGATION DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

35. **Binding Effect; Successors and Assigns.** The Secured Obligation Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Secured Parties' consent. However, this Paragraph does not waive the provisions of Section 14; and Grantor shall not assign its rights or obligations hereunder without Mortgagee's and Secured Parties' consent. Mortgagee and Secured Parties may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Mortgagee and Secured Parties may disclose to any actual or proposed transferee any information that Grantor has delivered to Mortgagee and Secured Parties in connection with the negotiation of this mortgage or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Mortgagee and Secured Parties in providing that information to any actual or proposed transferee.

36. **Governing Law.** This mortgage shall be governed exclusively by the applicable laws of the State of Iowa (the "Governing Law State") without regard or reference to its conflict of laws principles. Grantor understands that the laws of the Governing Law State may differ from the laws of the State where Grantor resides or otherwise is located or where the Property is located. However, Grantor understands, agrees and acknowledges that (a) this mortgage and the Secured Obligation Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Grantor and Lender to select the law of the Governing Law State to govern this mortgage and the transactions evidenced hereby, (c) the transactions evidenced by the Credit Agreement and this mortgage bear a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Secured Parties to enter into the Secured Obligation Documents and Secured Parties have entered into the Secured Obligation Documents in reliance on this choice.

37. **Miscellaneous.** This mortgage may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Mortgagee or Secured Parties may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person. Time is of the essence of this mortgage. Each Party has participated in negotiating and drafting this mortgage, so if an ambiguity or a question of intent or interpretation arises, this mortgage is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this mortgage. Mortgagee is authorized to execute any other documents or take any other actions necessary to effectuate this mortgage and the consummation of the transactions contemplated herein. This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee and Secured Parties. Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Mortgagee or Secured Parties may, at its option, declare all Secured Obligations immediately due and payable. No merger shall occur as a result of Mortgagee's or Secured Parties' acquiring any other estate in or any other lien on the Property. All rights and remedies under this mortgage and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

38. **INDEMNIFICATION.** GRANTOR SHALL DEFEND, INDEMNIFY AND HOLD MORTGAGEE AND SECURED PARTIES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS AND ATTORNEYS (THE "INDEMNIFIED PERSONS") HARMLESS AGAINST ANY AND ALL LOSSES OF ANY KIND OR NATURE WHATSOEVER THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE INDEMNIFIED PERSONS (A) ARISING OUT OF OR RESULTING FROM THE VIOLATION OF ANY ENVIRONMENTAL LAW; OR (B) ARISING OUT OF CLAIMS ASSERTED AGAINST THE INDEMNIFIED PERSONS AS A RESULT OF MORTGAGEE OR SECURED PARTIES BEING PARTY TO THIS MORTGAGE OR THE TRANSACTIONS CONSUMMATED PURSUANT TO THIS MORTGAGE; except that Grantor shall have no obligation to an Indemnified Person under this section with respect to Losses resulting from the gross negligence or willful misconduct of that

Indemnified Person as determined by a court of competent jurisdiction. If and to the extent that an Indemnity is unenforceable for any reason, Grantor shall to make the maximum contribution to the payment and satisfaction thereof which is permissible under Applicable Law. THE PROVISIONS OF ALL INDEMNITIES SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

39. **WAIVER OF TRIAL BY JURY. GRANTOR AND, BY ACCEPTANCE HEREOF, MORTGAGEE (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS MORTGAGE; OR (II) ANY SECURED OBLIGATION DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY AND ARE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SECURED OBLIGATION DOCUMENTS.**

Grantor is signing this mortgage effective as of the day and year first written above.

GRANTOR

Address for notices: 1648 Taylor Rd #222
~~2056 Country Club Dr~~
Port Orange, FL 32128

Alternate address for notice by U.S. Mail:

PO Box 412
Stilwell, KS 66085

RANDY RAY OSMUNDSON A/K/A RANDY R. OSMUNDSON A/K/A RANDY OSMUNDSON

Date of Signature: December 17, 2012

Address for notices: 1648 Taylor Rd #222
~~2056 Country Club Dr~~
Port Orange, FL 32128

LORI ANN OSMUNDSON A/K/A LORI A. OSMUNDSON A/K/A LORI OSMUNDSON

Date of Signature: December 17, 2012

Address for notices:

~~7400 W 130th St, Suite 380~~
~~Overland Park, KS 66213~~
Attention: Randy

Alternate address for notice by U.S. Mail:

PO Box 412
Stilwell, KS 66085
Attention: Randy

N.F.G., L.L.C., an Iowa limited liability company

By: _____
RANDY R. OSMUNDSON A/KA/ RANDY RAY OSMUNDSON A/K/A RANDY OSMUNDSON
Member

Date of Signature: December 17, 2012

By: _____
LORI A. OSMUNDSON A/K/A LORI ANN OSMUNDSON A/K/A LORI OSMUNDSON
Member

Date of Signature: December 17, 2012

I/WE 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/WE VOLUNTARILY GIVE UP OUR RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

GRANTOR

Address for notices: 1648 Taylor Rd #222
~~2056 Country Club Dr~~
Port Orange, FL 32128

Alternate address for notice by U.S. Mail:

PO Box 412
Stilwell, KS 66085

RANDY RAY OSMUNDSON A/K/A RANDY R. OSMUNDSON A/K/A RANDY OSMUNDSON

Date of Signature: December 17, 2012

Address for notices: 1648 Taylor Rd #222
~~2056 Country Club Dr~~
Port Orange, FL 32128

LORI ANN OSMUNDSON A/K/A LORI A. OSMUNDSON A/K/A LORI OSMUNDSON

Date of Signature: December 17, 2012

Address for notices:

~~7400 W 130th St, Suite 380~~
~~Overland Park, KS 66213~~
Attention: Randy

Alternate address for notice by U.S. Mail:

PO Box 412
Stilwell, KS 66085
Attention: Randy

N.F.G., L.L.C., an Iowa limited liability company

By: _____
RANDY R. OSMUNDSON A/K/A RANDY RAY OSMUNDSON A/K/A RANDY OSMUNDSON
Member

Date of Signature: December 17, 2012

By: _____
LORI A. OSMUNDSON A/K/A LORI ANN OSMUNDSON A/K/A LORI OSMUNDSON
Member

Date of Signature: December 17, 2012

STATE OF FLORIDA)
) SS:
COUNTY OF Volusia)

I, a Notary Public, do hereby certify that Randy Ray Osmundson, personally known to me to be the individual described in and who executed the foregoing Mortgage, this day personally appeared before me and acknowledged before me that he executed said Mortgage for the purposes therein mentioned.

And I further certify that the said Lori Ann Osmundson personally known to me to be the wife of said Randy Ray Osmundson named in said Mortgage, and one of the Mortgagors therein, did this day personally appear before me, and on a private and separate examination this day taken and made before me, separately and apart from her said husband, did acknowledge that she made herself a party to and executed said Mortgage for all the purposes in said Mortgage mentioned, and that she executed the same freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the County of Volusia and State of FL this 17 day of December, 2012.

(SEAL)

DIANE L. STRICKLAND
Notary Public - State of Florida
My Comm. Expires Oct 20, 2013
Commission # DD 928323

Diane L. Strickland
Notary Public

My commission expires:

STATE OF Florida)
) SS:
COUNTY OF Volusia)

I, Diane L. Strickland, a Notary Public in and for said County and State, do hereby certify that on this 17 day of December, 2012, personally appeared before me the within named Randy Ray Osmundson and Lori A. Osmundson, to me known to be individuals described in and who executed and whose name is subscribed to the within and foregoing instrument individually and as members of N.F.G., L.L.C, and duly acknowledged to me that they signed and executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, the day and year in this certificate first above written.

(SEAL)

DIANE L. STRICKLAND
Notary Public - State of Florida
My Comm. Expires Oct 20, 2013
Commission # DD 928323

Diane L Strickland
Notary Public

My Commission Expires:

EXHIBIT A-1

Randy Osmundson
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Fayette County, Iowa

Parcel 1:
A Tract of land described as: Parcel "A" in Section 6, Township 94 North, Range 7 West of the 5th P.M., Fayette County Iowa and more particularly described as follows: Commencing at the East Quarter corner of said Section, thence South 87°18'55" West, 16.0 feet to the point of beginning; thence South 00°32'32" West, 257.3 feet to the North right of way line of US Hwy. 18; thence North 88°04'32" West, 458.7 feet; thence South 76°15'29" West, 262.2 feet; thence North 86°42'20" West, 881.7 feet; thence North 71°32'54" West, 773.5 feet; thence North 80°51'53" West, 306.08 feet all along said right of way line to an existing fence; thence North 00°25'00" East, 1085.6 feet; thence North 84°50'02" East, 1,323.8 feet; thence South 00°50'27" West, 1,307.2 feet; thence North 87°18'55" East, 1,326.9 feet all along an existing fence to the point of beginning; subject to easements of record.

Parcel 2:
Parcel C in the Northeast Quarter of the Southeast Quarter of Section 9, Township 94 North, Range 8 West of the 5th P.M., Fayette County, Iowa, and more particularly described as follows: Beginning at the Northwest corner of said Quarter-Quarter Section; thence North 89°33'00" East (Record Bearing) 799.8 feet along the East-West Quarter Section line of said Section to the Northwesterly right of way line of US Highway 18; thence South 35°02'45" West, 1,345.8 feet along said line to the West line of said Quarter-Quarter Section; thence North 01°24'36" West, 1095.8 feet along said line to the point of beginning, subject to easement of records.

Parcel 3:
A parcel of land situated in the Northwest Quarter of the Southeast Quarter of Section 9, Township 94 North, Range 8 West of the 5th P.M., Fayette County, Iowa, described as follows: Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 9, Township 94 North, Range 8 West of the 5th P.M., Fayette County, Iowa, thence North 1°28' West along the Quarter Quarter section line 1312.78 feet to the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 9; thence South 89°16'43" West along the Quarter-Quarter section line 160.16 feet to the point of beginning, said point being on the westerly right of way line of Iowa Primary Road No. US18; thence continuing South 89°16'43" West, 458.69 feet; thence North 13°50'53" West, 457.32 feet; thence South 57°30'51" East, 718.00 feet to said Westerly right of way line to the point of beginning.

Parcel 13:
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 14:
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 5TH P.M. FAYETTE COUNTY, IOWA.

Parcel 15:

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 16:

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. TEK!PPE, 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 17:

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 121PAGE

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 18:
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); ALL IN TOWNSHIP 95 NORTH, RANGE 8 WEST OF THE FIFTH P.M., FAYETTE COUNTY, IOWA.

Parcel 19:
THE NORTHEAST Fractional QUARTER [EXCEPT PARCEL "B" IN THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 6,MORE PARTICULARLY DESCRIBED AS:
COMMENING 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 297.01FEET TO THE POINT OF BEGINNING,CONTAINING 2.801ACRES,INCLUDING 0.394 ACRE OF IOWA HIGHWAY 150 RIGHT-QF-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 20:
THE NORTH NINE-SIXTEENTHS OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER,AND THE NORTH 22 1/2 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 21:
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 22:
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 23:
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 24:
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 OS 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 LOT9; 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 25:
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 26:

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 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.

EXHIBIT A-2

Randy Osmundson
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Delaware County, Iowa

Parcel 12:
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, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 1 ,LD 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.

EXHIBIT A-3

Randy Osmundson
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Boone County, Iowa

Parcel 10:
PARCEL "C" IN SOUTHWEST QUARTER (1/4) OF SECITON 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 SECITON 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 SECITON 31TO 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° OS' 00" EAST,72.51FEET 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 SECITON 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 SECITON 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.

EXHIBIT A-4

Randy Osmundson
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Monona County, Iowa

Parcel 4:
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 F I VE (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 F I VE (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 5:
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, MONONA COUNTY, 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 6:
LOT NUMBERED FORTY-SEVEN (47), EXCEPT THE NORTH FIFTY (50) FEET THEREOF; PART OF LOT NUMBERED FIFTY-QNE (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 7:
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.

EXHIBIT A-5

Randy Osmundson
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Clayton County, Iowa

Parcel 9:
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 STH P.M., CLAYTON COUNTY, IOWA;

AND

PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECITON 28, TOWNSHIP 95 NORTH, RANGE 3 WEST OF THE STH 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 SECITON 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 S17° 59' 49" E, 516.01 FEET; THENCE S 55° 04' 35" W, 101.67 FEET; THENCE S 86° 18' 27" W, 171.78FEET; 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 S79° 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.

EXHIBIT A-6

Randy Osmundson
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Worth County, Iowa

Parcel 8:
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 N00° 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 (NEI/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' 5O" 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.

EXHIBIT B

Randy Osmundson
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Additional Property

associated with mortgage by Randy Osmundson and Lori Osmundson and N.F.G., L.L.C. on land located in Fayette, Delaware, Boone, Monona, Clayton and Worth Counties, Iowa

(list specific additional Property, if any)

(a) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the real estate and any interest in the real estate located in Fayette, Buchanan, Boone, Monona, Clayton and Worth Counties, Iowa, and described in EXHIBIT A-1, EXHIBIT A-2, EXHIBIT A-3, EXHIBIT A-4, EXHIBIT A-5, and EXHIBIT A-6 (the "Land"), including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); Including but not limited to the Northwest Union Grain facilities located in Fayette County, IA;

(b) all easements, rights-of-way and rights appurtenant to the Land or used in connection the Land or as a means of access thereto ("Easements");

(c) the ground water on, under, pumped from or otherwise available to the Collateral or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government ("Governmental Authority") and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Collateral or Debtor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Collateral, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Collateral by virtue of the Collateral being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity (collectively, "Water Rights");

(d) all other tenements, hereditaments and appurtenances to the Land;

(e) minerals, oil, gas, and other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized (the "Mineral Rights");

(f) timber now or hereafter standing or cut;

(g) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Collateral (collectively, the "Leases");

(h) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Collateral;

(i) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings");

(j) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Debtor or the Collateral may receive water (collectively, the "Water Stock") and any

other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts, or other investment property;

(k) working drawings, instructional manuals, and rights in processes directly related to the operation of the Collateral, and all other general intangibles;

(l) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Collateral or acquired in connection with any construction or maintenance of the Land or the Improvements, (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements;

(m) all permits and licenses relating or pertaining to the use or enjoyment of the Collateral;

(n) proceeds of and any unearned premiums on any insurance policies covering the Collateral, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Collateral (the "Insurance Claims");

(o) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate (the "Condemnation Awards");

(p) money or other personal property of Debtor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties possession;

(q) rights and interests under any interest rate swap, interest rate caps, interest rate collars or other similar agreement between Borrower and a Swap Counterparty, for the purpose of fixing or limiting interest expense, or any foreign exchange, currency hedging, commodity hedging, security hedging or other agreement between Grantor and Secured Parties or any of their affiliates, for the purpose of limiting the market risk of holding currency, a security or a commodity in either the cash or futures markets, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements;

(r) all other real or personal property;

(s) the right, in the name and on behalf of Debtor, upon notice to Debtor, to appear in and defend any action or proceeding brought with respect to the Collateral and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Collateral; and

(t) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.