Recorded: 8/17/2017 at 1:45:10.0 PM
Fee Amount: $42.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2017 PG: 2251

Do not write or type above this line; for recorder use only.

FORM 5152 (2-2017)

RETURN TO PREPARER: Farm Credit Services of America, 1301 W. Main Street Manchester IA 52057

Goebel, Danielle
(563) 927-3159

CTL 2: 300 CTL 3: 122 Customer No: 147767 Note No: 3092262

Farm Credit Services of America

ASSIGNMENT OF RENTS FOR SECURITY PURPOSES

WHEREAS, Bonnie A Nissen-McKibbin, (Lessor) is the owner and holder of a certain farm lease dated March 6, 2017, with Matthew Nissen (Lessee) upon the following described real estate in Delaware County, Iowa:

Sec. Twp. Rg.

Lot Two (2) of Saunders Subdivision A Subdivision of the North ½ of the SE¼ of Section 9, T87N, R5W, of the Fifth P.M., Delaware County, Iowa Except the North 35 Rods of the East 16 Rods Thereof, according to plat Recorded in Book 2017, Page 872.

Said lease being attached hereto as Exhibit A; and

WHEREAS, Farm Credit Services of America, FLCA, (Lender), Omaha, Nebraska, a corporation, is the owner and holder of a promissory note(s) executed by Lessor dated August 14, 2017, and payable to Lender in consideration of a loan,

NOW, THEREFORE, in consideration of the loan and as additional security for the repayment of the note(s), the undersigned, and each of them, do hereby represent that they are the sole and only owners of the above-described property and do hereby assign, transfer, and convey to Lender all rents and any moneys due or to become due in accordance with the provisions of the lease, any subsequent lease, renewal or extension thereof, under the following terms and conditions:

1. All sums payable under the above-described lease will be paid to the parties entitled thereto according to the terms of the lease without reference to this assignment until such time as Lender notifies the Lessee (as shown in the 'Acceptance of Notice of Assignment') in writing, requesting payment to Lender; and the undersigned hereby authorizes and directs the lessee, upon receipt of such notice, to make payment of all such amounts to Lender in lieu of payment to the undersigned or a deposit thereof as provided in the lease or otherwise.
2. All of the rents, in whatever form, when received by Lender will be applied, at the option of Lender, in such proportions as Lender, in its sole discretion, may deem proper, regardless of whether the items upon which said amounts are applied represent principal or interest or advances , or are due or not due. Lender, at its option, may deliver part or all of said amounts to Lessor and/or other parties entitled thereto, without prejudice to take and retain any future amount(s), and without prejudice to any of its other rights under this or any other instrument(s) in connection with the loan.
3. This assignment will be binding upon the heirs, successors, and assigns of all parties hereto.

Dated:

Bonnie A Nissen McKibbin
Bonnie A. Nissen-McKibbin

STATE OF Iowa)
) ss
COUNTY OF Delaware)

On this 17th day of August, 2017, before me, a Notary Public, personally appeared Bonnie A. Nissen-McKibbin to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

(SEAL)

Danielle M. Goebel

My commission expires 05/04/2020 Notary Public in and for said County and State

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned Lessee, or the person properly authorized to act on behalf of the Lessee referred to in the foregoing assignment, hereby acknowledges due receipt of a true copy of said assignment and accepts notice of the provisions thereof and agrees to be bound thereby; and agrees to pay any and all amounts due or to become due in connection with the lease in accordance with the provisions of the assignment. If the lease is an oral lease, Lessee acknowledges that the terms of said oral lease require the undersigned to pay the remaining sum of on or before , no part of which has yet been paid.

Matthew Nissen

STATE OF Iowa)
) ss
COUNTY OF Delaware)

On this 17th day of August, 2017, before me, a Notary Public, personally appeared [Names] to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

(SEAL)

Danielle M. Goebel
Notary Public in and for said County and State

My commission expires 05/04/2020.

Preparer Information Gary J. Streit, 115 Third St. S.E., Ste. 500, Cedar Rapids, IA 52406-2107, (319) 365-9461 Individual's
Name Street Address City Phone

Gary J. Streit ISBA #AT007662

SPACE ABOVE THIS LINE FOR RECORDER

FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Bonnie McKibbin (the "Landlord"), whose address for the purpose of this Lease is 943 Grand Avenue Court, Marion, Iowa 52302 and Matt Nissen (the "Tenant"), whose address for the purpose of this Lease is 5925 Wilds Rd Coggon, IA 52218

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the real estate situated in _____ County, Iowa described on the attached Exhibit A (the "Real Estate"), and containing ___ total acres, more or less, with possession by Tenant for a term of one year to commence on March 1, 2017, and end on February 28, 2018. The Tenant has or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

a. Total annual cash rent of ~~$150~~ 300 per acre for 165 acres, or a total of $ payable on March 1, 2017. In subsequent years, if this lease continues, one-half of the total rent shall be paid on or before March 1 of that year, with the remaining balance to be paid on or before November 1 of that year.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord, 100% Tenant. Crop disaster payments shall be divided 0% Landlord, 100% Tenant. Governmental cost sharing payments for permanent soil conservation structures shall be 100% Landlord.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grant to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate. Tenant agrees as an element of this Lease to waive and relinquish any rights of exemption to any of the Tenant's personal property located on the Real Estate from sale or

Exhibit A

seizure under distress or execution on the property that Tenant holds at the time of the execution of this Lease or thereafter acquires as Tenant's exemption applies to any claim of Landlord against Tenant resulting from violation of any term of this Lease. Tenant authorize Landlord to file a financing statement covering the previously described collateral to perfect Landlord's security interest. Tenant shall sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant' intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pay the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

		% Landlord	% Tenant
(1)	Commercial Fertilizer	0	100%
(2)	Lime and Trace Minerals	0	100%
(3)	Herbicides	0	100%
(4)	Insecticides	0	100%
(5)	Seed	0	100%
(6)	Seed cleaning	0	100%
(7)	Harvesting and/or Shelling Expense	0	100%
(8)	Grain Drying Expense	0	100%
(9)	Grain Storage Expense	0	100%
(10)	Other	0	100%

Phosphate and potash on oats or beans shall be allocated 100 % the first year, and on all other crops allocated 100% the first year. Lime and trace minerals shall be allocated over one year. If this Lease is not renewed and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agree to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fail to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of the lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and

insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations.

The Tenant: (a) acknowledge and declare that they are fully knowledgeable of and familiar with the property and the manner in which it should be operated, maintained and cared for in order to be in full compliance with all applicable local, state, and Federal laws, regulations and requirements. These requirements include, but are not limited to, those pertaining to agricultural practices, environmental matters such as groundwater contamination and hazardous waste production, storage or disposal of chemicals and fertilizer and conservation provisions such as those called for by terms of the Food Security Act of 1985 and the regulations thereunder; (b) agree to operate the property in strict compliance with the above referenced requirements and to routinely advise and consult with appropriate regulatory personnel whenever questions concerning compliance arise; (c) agree to assist the Landlord in the formulations of an approved conservation plan covering the property and to operate the property in a manner fully consistent with the provisions of any such plan; (d) agree to personally cultivate the property in accordance with the best proved agricultural practices and in a workmanlike manner; (e) agree to farm on the contour, to use minimum tillage or no-till operations when requested, and to perform such other operations or practices as may be required by the Landlord fore the prevention of soil erosion, the maintenance of soil productivity, or compliance with the requirements referred to above; (f) Tenant shall do what is reasonably necessary to control soil erosion, including but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant' cropping operation or livestock.

6. **DELIVERY OF GRAIN.** If this lease is a crop share lease, Tenant, without cost to Landlord, shall deliver Landlord's grain pursuant to request, at reasonable times, to the elevator at n/a or elsewhere at no further distant point.

7. **LANDLORD'S STORAGE SPACE.** If this lease is a crop share lease, Landlord reserves n/a % of all crib and granary space for storage of the rent share crops.

8. **ENVIRONMENTAL.**

a. Landlord. To the best of Landlord's knowledge to date:

i) Neither Landlord nor, Landlord's former or present Tenant, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.

iii) No leak, spill, release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the

extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease, which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on the premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant' use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

9. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration of the 1-year term, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. Each renewal term shall be for a period of one year and shall terminate on March 1 of the year following the renewal term; provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

10. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fail to do so Tenant agrees to pay Landlord $100.00 per day as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

11. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter

upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant have completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

12. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant' failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

13. **REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

14. **NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

15. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

16. **NO AGENCY.** Tenant and each of them individually are not agents of the Landlord.

17. **ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

18. **ATTORNEYS' FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

19. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

20. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

21. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

22. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord. For the purpose of the Section, an assignment of the Lease shall be deemed to have taken place when all, or substantially all , of the agricultural operations are performed by hired labor or by one or more third parties hired by Tenant to perform agricultural operations on a custom basis.

23. **USE OF THE LAND.** Tenant agrees not to allow any public use of the land. Hunting by others is not included in this Lease. Landlord may separately lease hunting rights to others after notifying Tenant of such action.

Signatures follow on next page

DATED: 3 - 6, 2017.

LANDLORD:

Bonnie McKibbin

Bonnie McKibbin

TENANT:

Matt Nissen

Matt Nissen