

STATE OF IOWA

UCC - 2 (County Only)

This FINANCING STATEMENT is presented to THE FILING OFFICER for filing for record in the real estate records:

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>Alan V. Anthony Nancy J. Anthony 2721 Deer Run Avenue Macksburg IA 50155</p>	<p>2 Secured Party(ies) and address(es)</p> <p>MetLife Capital, Limited Partnership C-97550 Bellevue WA 98009-7550</p>	<p>3 For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>FILED NO. <u>2560</u> UCC Rec BOOK <u>3</u> PAGE <u>784</u> 98 JAN 12 PM 2:05 MICHELLE UTSLER RECORDER MADISON COUNTY, IOWA</p> <p>5 Name and Address of Assignee</p> <p>REC <u>37th</u> AUDS R.M.F. \$ <u>100</u></p>
<p>4 This Financing Statement covers the following types or items of property: Equipment and building components for new swine grow out facility more completely described on Addendum "A" attached herewith, together with all accessions, attachments and additions thereto and replacements thereof. PROCEEDS OF COLLATERAL ARE ALSO COVERED.</p>		

Madison County, Iowa 1014697/SAB/CCAN20002

COMPUTER

RECORDED

COMPARED

6 Check appropriate box(s) The above goods are or are to become fixtures on The above timber is standing on The above minerals or the like (including oil and gas) or mineral accounts will be financed at the wellhead or minehead located on (Describe real estate below. See instruction #4):

The above goods are to become fixtures on the real estate described on the attached Exhibit "A" and this financing statement is to be recorded in the real estate records. The name of the owner of record is Alan V. Anthony and Nancy J. Anthony.

The name of a record owner is Alan V. Anthony and Nancy J. Anthony

7 Products of collateral are covered.

8 *Alan V. Anthony*
Signature of Debtor

Nancy J. Anthony
Signature of Debtor

Alan V. Anthony

Nancy J. Anthony

Type or Print all names (Iowa Code 335.2)

Type or Print all names (Iowa Code 335.2)

Secured party or other appropriate signature may be substituted for debtor(s) signature only in cases covered by UCC 9-402(2), 9-408 and 11105, and must be identified when substituted.

Form Approved (1-1-95) By: PAUL D. PATE, Secretary of State.

1. FILING OFFICER COPY-ALPHABETICAL

Continuation
 12-6-02
 2002-5962

ADDENDUM "A"

**TO BE FILED IN THE REAL PROPERTY RECORDS
OF MADISON COUNTY, IOWA**

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the Iowa Uniform Commercial Code.

1. The name and address of the debtor ("Debtor") is:

Alan V. Anthony and Nancy J. Anthony
2721 Deer Run Avenue, Macksburg, IA 50155

2. The name and address of secured party ("Secured Party") is:

METLIFE CAPITAL, LIMITED PARTNERSHIP
C-97550
Bellevue, Washington 98009

3. This Financing Statement covers the following types of collateral ("Collateral"):

a. all buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the real property described on Exhibit A attached hereto (the "Premises"); including but without being limited to, all heating, air conditioning, and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this clause (a) shall be deemed part of the realty constituting the Premises and not severable wholly or in part without material injury to the freehold of the Premises (all of the



foregoing together with replacements and additions thereto are referred to herein as "Improvements"); and

b. all compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to a (i) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

c. return premiums or other payments upon any insurance any time provided for the benefit of or naming Secured Party, and refunds or rebates of taxes or assessments on the Premises;

d. all the right, title and interest of Debtor in, to and under all written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding; and the leasehold estate in the event this Instrument is on a leasehold;

e. plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;

f. all contracts, accounts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, deposits, bank accounts, general intangibles (including without limitation, trademarks, trade names and symbols), permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Debtor with proceeds to satisfy the loan evidenced hereby or improve

the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees;

g. all books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein; and

h. all additions, accessions, replacements, substitutions, proceeds and product of the real and personal, tangible and intangible, described herein.

All of the foregoing described collateral is exclusive of any furniture, furnishings or trade fixtures owned and supplied by tenants of the Premises.

4. Some of the items of Collateral are goods that are or are to become fixtures on the real property described above and this Financing Statement is to be filed for record in the real estate records. The record owner of the real property described herein is Debtor.

DEBTOR:

Alan V. Anthony
By: Alan V. Anthony

Nancy J. Anthony
By: Nancy J. Anthony

Date: 12-26-, 1997

AFTER RECORDING RETURN TO:

MetLife Capital, Limited Partnership
10900 N.E. 4th Street, Suite 500
Bellevue, Washington 98004
Attn: Sherry Bode

Lease No. 1014697



This Exhibit "A" is attached to that certain UCC-2 between Alan V. Anthony and Nancy J. Anthony, Debtor and MetLife Capital, Limited Partnership, Secured Party.

Exhibit "A"

Legal Description

Parcel "A" in the SE Corner of the NE1/4 of Section 33, T75N, R29W of 5th P.M., Madison County, Iowa, and more particularly described as follows:

Beginning at the E1/4 Corner of said Section 33; Thence S 89° 47' 58" W 660.00' along the South line of said NE1/4; Thence North 660.00'; Thence N 89° 47' 58" E 660.00' to the East line of said NE1/4; thence South 660.00' to the Point of Beginning.

 **MetLife Capital**