

BK: 2022 PG: 3040  
Recorded: 10/19/2022 at 8:55:18.0 AM  
Pages 13  
County Recording Fee: \$67.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$70.00  
Revenue Tax:  
LISA SMITH RECORDER  
Madison County, Iowa

Prepared by: Douglas Lindstrom, Lane & Waterman, 220 N. Main St., Ste. 600, Davenport, IA 52801 563-333-6629  
Return to: Platinum Bank, ATTN: Loan Operations Department, 7667 10<sup>th</sup> Street North, Oakdale, MN 55128

## MORTGAGE

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is September 9, 2022.  
The parties and their addresses are:

**MORTGAGOR:**

**Bradley D. Van Horn and Tamara J. Van Horn, Trustees of the Bradley D. Van Horn Trust U/A dated October 31, 2008, and Tamara J. Van Horn and Bradley D. Van Horn, Trustees of the Tamara J. Van Horn Trust U/A dated October 31, 2008**  
1753 Quarry Trail  
Winterset, IA 55345

**BORROWER:**

**Northern Power Products, Inc., a Minnesota Corporation**  
2859 Lexington Ave S.  
Eagan, MN 55121

**LENDER:**

**Platinum Bank, a Minnesota Banking Corporation**  
7667 10<sup>th</sup> Street North  
Oakdale, MN 55128

**1. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, warrants, conveys and mortgages to Lender, the following described property:

See attached Exhibit A

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third-party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

**NOTICE. THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$2,500,000.00. 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.**

**2. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time will not exceed the amount stated above. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**3. SECURED DEBTS.** This Security Instrument will secure the following Secured Debts:

**A. Specific Debts.** The following debts, and all extensions, renewals, refinancings, modifications and replacements thereto:

That certain U.S. Small Business Administration note of even date herewith, executed by Borrower, payable to the order of Lender, in the original principal amount of Two Million Five Hundred Thousand and 00/100 (\$2,500,000.00) and a maturity date of September 9, 2032.

**B. All Debts.** All present and future debts from Borrower and/or Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

**C. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**4. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**5. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

**A.** To make all payments when due and to perform or comply with all covenants.

**B.** To promptly deliver to Lender any notices that Mortgagor receives from the holder.

**C.** Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

**6. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

**7. DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

**8. WARRANTIES AND REPRESENTATIONS.** Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

**9. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished, or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement, or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

**10. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause

them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**11. DEFAULT.** Mortgagor will be in default if any of the following occur:

**A. Payments.** Borrower fails to make a payment in full when due.

**B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Borrower or Mortgagor, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower and/or Mortgagor has with Lender.

**C. Failure to Perform.** Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

**D. Other Agreements.** Borrower or Mortgagor, or any co-signer, endorser, surety, or guarantor, fails to perform any condition or to keep any promise or covenant under any agreement with Lender, including without limitation, other debts, liabilities, and obligations (including but not limited to amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability, obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings, and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, and disclosures, and the loan agreement of even date herewith.

**E. Misrepresentation.** Borrower or Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**F. Judgment.** Borrower or Mortgagor fails to satisfy or appeal any judgment against him/her/it.

**G. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**H. Name Change and Good Standing.** Borrower or Mortgagor changes his/her/its name or assumes an additional name without notifying Lender before making such a change or fails to remain in good standing in the State of Iowa.

**I. Property Transfer.** Borrower or Mortgagor transfers all or a substantial part of his/her/its money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

**J. Property Value.** The value of the Property declines or is impaired.

**K. Insecurity.** Lender reasonably believes that Lender is insecure, that a material adverse change has occurred in Borrower or Mortgagor's financial condition or business, or that the prospect for payment or performance is impaired.

**L. Highly Erodible Land and Wetland Conservation.** Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. part 1940, subpart G, exhibit M.

**12. REMEDIES.** Lender may use any and all remedies Lender has under state or federal law or in any instrument evidencing or pertaining to the Secured Debts. Any amounts advanced by Lender behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on default.

Subject to any right to cure, required time schedules, or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

Upon a default, Lender may take possession of the Property itself or through a court appointed receiver, without regard to the solvency or insolvency of Mortgagor, the value of the Property, the adequacy of Lender's security, or the existence of any deficiency judgment, and may operate the Property and collect the rents and apply them to the costs of operating the Property and/or to the unpaid debt.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**13. REDEMPTION.** Mortgagor agrees that in the event of foreclosure of this Security Instrument, at the sole discretion of Lender, Lender may elect to reduce or extend the period of redemption for the sale of the Property to a period of time as may then be authorized under the circumstances and under any section of Iowa Code Chapter 628, or any other Iowa Code section, now in effect or as may be in effect at the time of foreclosure.

**14. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as “hazardous material,” “toxic substance,” “hazardous waste,” “hazardous substance,” or “regulated substance” under any Environmental Law.

Mortgagor represents, warrants and agrees that:

**A.** Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

**B.** Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

**C.** Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

**D.** Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under, or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

**E.** Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

**F.** Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

**G.** Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

**H.** Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

**I.** Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

**J.** Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section.

**K.** As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

**L.** Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**15. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above-described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**16. INSURANCE.** Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service and required escrow account deposits (if agreed to separately in writing.)

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured Lender may obtain insurance to protect Lender's interest in the Property. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance.

**17. WAIVERS AND ACKNOWLEDGEMENTS.** Except to the extent prohibited by law, Mortgagor waives any rights relating to reinstatement, all rights of dower and distributive share, all homestead exemption rights relating to the Property, every present and future defense (other than the defense of payment in full), cause of action, counterclaim, or setoff which Mortgagor may now have or may hereafter claim to have against any action by Lender in connection with this Security Instrument or any other obligation of Mortgagor, and any right to seek punitive, consequential, special, and indirect damages from Lender and any of its affiliates, directors, officers, employees, agents, and any of their successors and assigns, with respect to any and all issues relating in any way to this Security Instrument, any other obligation of Mortgagor, or any relationship existing in connection therewith. Mortgagor consents that compliance by Lender with the express provisions of this Security Instrument shall constitute good faith and shall be considered reasonable for all purposes. Mortgagor acknowledges all waivers and consents in this Security Instrument have been read and fully understood by Mortgagor and are a material inducement for Lender to enter into this Security Instrument. Mortgagor has also read this entire Security Instrument and understands all of the provisions contained herein.

**18. FIXTURE FILING.** Mortgagor gives to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

**19. CROPS; TIMBER; MINERALS; RENTS, ISSUES, AND PROFITS.** Mortgagor gives to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs, and all proceeds of the foregoing (all of which shall also be included in the term Property). Mortgagor further gives to Lender a security interest in all of Mortgagor's right, title, and interest in and to all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the



Property, and all proceeds of the foregoing (all of which shall also be included in the term Property).

**20. PERSONAL PROPERTY.** Mortgagor gives to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any such personal property, and all proceeds of the foregoing (all of which shall also be included in the term Property).

**21. APPLICABLE LAW.** This Security Instrument is governed by the laws of the State of Iowa, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

**22. LIABILITY AND SUCCESSORS.** Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

**23. AMENDMENT, INTEGRATION, SEVERABILITY, AND SURVIVAL.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed, and the remaining provisions will still be enforceable. All representations, warranties, and agreements made by Mortgagor in this Security Instrument shall survive the execution and delivery of this Security Instrument, shall be continuing in nature, and shall remain in full force and effect until such time as this Security Instrument is released in writing by the Lender.

**24. INTERPRETATION.** Whenever used, the singular includes the plural, and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

**25. NOTICE AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice shall be given in writing, and shall be effective when actually delivered, when actually received by facsimile, when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, first class, certified or registered mail, postage prepaid, directed to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

**26. UNITED STATES SMALL BUSINESS ADMINISTRATION.** The loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

(a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

(b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

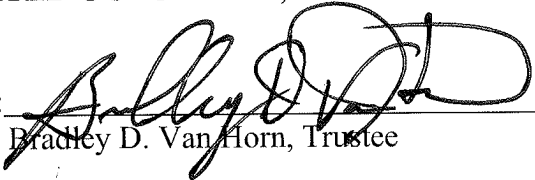
**[SIGNATURE PAGE FOLLOWS]**

**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

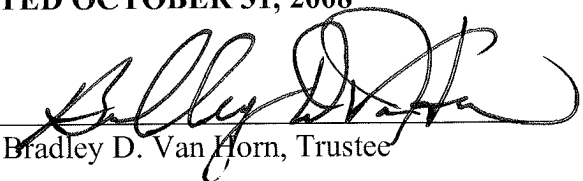
IN WITNESS WHEREOF, this Mortgage has been executed the day and year first above written.

**BRADLEY D. VAN HORN TRUST U/A  
DATED OCTOBER 31, 2008**

By:   
Bradley D. Van Horn, Trustee

By:   
Tamara J. Van Horn, Trustee

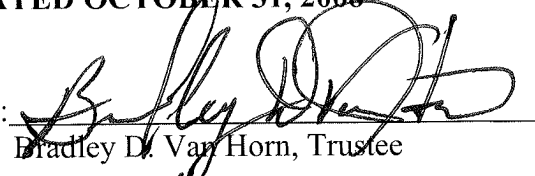
**TAMARA J. VAN HORN TRUST U/A  
DATED OCTOBER 31, 2008**

By:   
Bradley D. Van Horn, Trustee

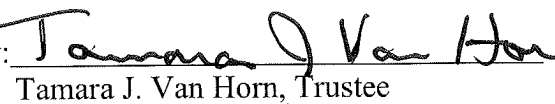
By:   
Tamara J. Van Horn, Trustee

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

**BRADLEY D. VAN HORN TRUST U/A  
DATED OCTOBER 31, 2008**

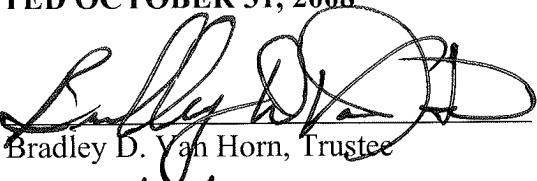
By:   
Bradley D. Van Horn, Trustee

Dated: 9/12/22

By:   
Tamara J. Van Horn, Trustee

Dated: 9/12/22

**TAMARA J. VAN HORN TRUST U/A  
DATED OCTOBER 31, 2008**

By:   
Bradley D. Van Horn, Trustee

Dated: 9/12/22


By:   
Tamara J. Van Horn, Trustee

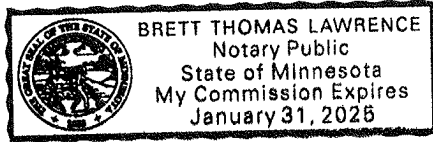
Dated: 9/12/22

STATE OF Minnesota )

COUNTY OF Washington ) ss:

On September 9, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Bradley D. Van Horn and Tamara J. Van Horn, to me personally known, who, being by me duly sworn, did say that they are the Trustees of the Bradley D. Van Horn Trust U/A Dated October 31, 2008 and Tamara J. Van Horn Trust U/A Dated October 31, 2008, and acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

  
\_\_\_\_\_  
Notary Public



## EXHIBIT A

Parcel "D"

All that part of the South Half of the Southeast Quarter, EXCEPT Parcel "A" and Parcel "C", of Section Fifteen (15).

Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the Southeast corner of said Section 15, thence North 89°31'23" West, along the South line of the Southeast Quarter of the Southeast Quarter of said Section 15, a distance of 1114.17 feet, to the Point of Beginning and also the Southwest corner of said Parcel "A"; thence continuing North 89°31'23" West, a distance of 193.54 feet, to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 15; thence North 89°28'02", West along the South line of the Southwest Quarter of the Southeast Quarter, a distance of 610.76 feet, to the Southeast corner of said Parcel "C"; thence North 00°36'01" East, along the East line of said Parcel "C", a distance of 1,096.00 feet; thence North 69°42'30" East, along said Parcel "C", a distance of 108.92 feet; thence North 78°38'02" East, along said Parcel "C", a distance of 458.00 feet; thence South 80°48'46" East, along said Parcel "C", a distance of 141.13 feet; thence North 88°19'28" East, along said Parcel "C", a distance of 114.92 feet to a point on the West line of said Parcel "A"; thence South 00°35'55" West, along the West line of said Parcel "A", a distance of 1,212.18 feet to the Point of Beginning, and containing 21.86 acres of land, more or less

Common Address: 1753 Quarry Trail, Winterset, IA 50273