

BK: 2023 PG: 450  
Recorded: 3/6/2023 at 2:37:42.0 PM  
Pages 24  
County Recording Fee: \$122.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$125.00  
Revenue Tax:  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

Space above this line for Recorder's Use

THIS INSTRUMENT PREPARED BY: Nicholas Cooper, Whitfield & Eddy, P.L.C., 699 Walnut Street, Suite 2000, Des Moines, IA 50309; (515) 288-6041

RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO: MetLife Investment Management, LLC, 10801 Mastin Blvd., Ste. 700, Overland Park, KS 66210, Attn: Loan Manager, Central Region

TAXPAYER NAME AND ADDRESS: No Change

LEGAL DESCRIPTION OF LAND: See EXHIBIT A, EXHIBIT B, EXHIBIT C, EXHIBIT D, EXHIBIT E, EXHIBIT F, EXHIBIT G, EXHIBIT H, EXHIBIT I and EXHIBIT J attached, pp. 15-24

Finch  
Loan No: \*\*2897

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
AND FIXTURE FILING**

FOR THE PURPOSE OF FACILITATING THE RECORD HEREOF, THIS MORTGAGE HAS BEEN EXECUTED IN TEN COUNTERPARTS, EACH OF WHICH SHALL BE TAKEN TO BE AN ORIGINAL, AND ALL OF WHICH TOGETHER OR ANY ONE THEREOF SHALL BE DEEMED TO CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$31,467,662.44. 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 ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER THE UCC

SEE ARTICLE 7 FOR ADDRESS OF GRANTOR AND MORTGAGEE

This mortgage is dated as of 2/17, 2023, and is by AARON FINCH ("**A. Finch**") and LORETTA LEIGH HARVEY a/k/a LORETTA L. HARVEY a/k/a LORETTA HARVEY ("**L. Harvey**"), a married couple, husband and wife (A. Finch and L. Harvey are herein individually and collectively, "**Grantor**"), to and in favor of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("**Mortgagee**").

Mortgagee has agreed to make a loan in the original principal sum of \$15,733,831.22 (the "**Loan**") to Grantor under the terms and conditions of the Promissory Note by Grantor in favor of Mortgagee dated as of the date of this mortgage (the "**Note**").

**ARTICLE 1 – GRANT**

To secure repayment of the indebtedness evidenced by the Note and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally mortgages, warrants, grants, bargains, sells, and conveys to Mortgagee, all of Grantor's estate, right, title and interest which Grantor now

has or may later acquire in the following, wherever located, and whether constituting real estate or personal property (individually and collectively, the "**Property**"): (1) the real estate and any interest in the real estate located in Adair County, Iowa, and described in EXHIBIT A, Boone County, Iowa, and described in EXHIBIT B, Clarke County, Iowa, and described in EXHIBIT C, Crawford County, Iowa, and described in EXHIBIT D, Dallas County, Iowa, and described in EXHIBIT E, Decatur County, Iowa, and described in EXHIBIT F, Dickinson County, Iowa, and described in EXHIBIT G, Fremont County, Iowa, and described in EXHIBIT H, Madison County, Iowa, and described in EXHIBIT I and Palo Alto County, Iowa, and described in EXHIBIT J (the "**Land**"); (2) buildings, structures, improvements, and fixtures now or hereafter erected on, affixed or attached to the Land, including all farm products storage and handling units and equipment, and fences, gates and loading chutes (the "**Improvements**"); (3) all equipment now or hereafter affixed or installed in any manner on the Land or the Improvements or used in connection with the operation of the Property (other than rolling stock and implements customarily towed) (the "**Equipment**"); (4) easements, rights-of-way, and other rights and entitlements appurtenant to the Land or used in connection with the Land or as a means of access thereto; (5) other tenements, hereditaments and appurtenances to the Land; (6) coal, oil, gas, and other hydrocarbon substances, geothermal resources, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under or produced from the Land and other coal, oil, gas, geothermal, and mineral interests with which any of the foregoing interests or estates are pooled or unitized and other "as-extracted collateral"; (7) timber now or hereafter standing on or cut from the Land; (8) leases, subleases, licenses and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property, (individually and collectively, the "**Leases**"); (9) permits and licenses relating or pertaining to the use or enjoyment of the Property; (10) 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 ("**Insurance Claims**"); (11) 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 Land or Improvements ("**Condemnation Awards**"); (12) accessions, attachments and other additions to, substitutes or replacements for, all proceeds and products of, the Property; and (13) books, records and files relating to the Property, including computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

## ARTICLE 2 - ASSIGNMENT OF RENTS

Grantor irrevocably and unconditionally assigns Mortgagee all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other proceeds of the Property, whether now due, past due or to become due, including all prepaid rents, security deposits and other supporting obligations (collectively, the "**Rents**").

Notwithstanding the provisions of this Article 2, Mortgagee confers upon Grantor a revocable 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.

Subject to the License, Mortgagee has the right, power and authority to collect any and all Rents. Mortgagee, by its acceptance of this mortgage does not assume any duty or obligation under the Leases.

All lessees under the Leases are hereby irrevocably authorized and notified by Grantor to rely upon and to comply with (and are fully protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee of Rents, or for the performance of any of lessees' undertakings under the Leases, and lessees shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. Subject to the License, Mortgagee may notify any person that the Leases have been *assigned to Mortgagee and that all Rents are to be paid directly to Mortgagee, whether or not Mortgagee has commenced or completed foreclosure of or taken possession of the Property.*

Mortgagee may apply all amounts received by it pursuant to this assignment to pay any of the following in such order and amounts as Mortgagee deems appropriate: (1) Secured Obligations; (2) expenses of leasing, operating, maintaining and managing the Property, including without limitation, salaries, fees, commissions and wages of a managing agent and such other employees, agents or independent

contractors as Mortgagee deems necessary or desirable; (3) taxes, charges, claims, assessments, any other liens, and premiums for insurance relating to the Property that Mortgagee deems necessary or desirable; and (4) the cost of alterations, renovations, repairs or replacements, and expenses incident to taking and retaining possession of the Property.

### ARTICLE 3 – SECURITY AGREEMENT/FIXTURE FILING

Grantor grants Mortgagee a security interest in and pledges and assigns to Mortgagee all of Grantor's right, title and interest in all Property that may be characterized as personal property (the "**Personality**"). Grantor authorizes Mortgagee to file any UCC financing statements required by Mortgagee, from time to time, to perfect Mortgagee's security interest in the Property.

The address adjacent to Grantor's signature below, (a) if Grantor is an individual, is Grantor's principal residence; (b) if Grantor is other than an individual and has only one place of business, is Grantor's principle place of business; and (c) if Grantor is anything other than an individual and has more than one place of business, is Grantor's chief executive office. The address for Mortgagee in Article 7 is its address as secured party under the Uniform Commercial Code as adopted in the Governing Law State (the "**UCC**").

This mortgage constitutes a financing statement filed as a fixture filing under the UCC, covering any Property which now is or later may become a fixture attached to the Land or any Improvement. For this purpose, the "debtor" is Grantor, the "secured party" is Mortgagee and the collateral is the Property.

### ARTICLE 4 – SECURED OBLIGATIONS

Grantor makes the mortgage, grant, conveyance, transfer and assignment in Article 1, makes the irrevocable and absolute assignment in Article 2, and grants the security interest under Article 3 to secure payment and performance of the following obligations (individually and collectively, the "**Secured Obligations**"): (1) all Obligations (as defined in the Note); (2) all obligations of Grantor under this mortgage; (3) all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations; and (4) any of the foregoing that arises after the filing of a petition by or against Grantor under an insolvency or bankruptcy proceeding.

**Future Secured Obligations.** The Secured Obligations include future advances made by Mortgagee for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations, together with interest thereon, are secured by this mortgage to the same extent as if made or incurred on the date of the execution of this mortgage, and have priority as to third persons with or without actual notice from the time this mortgage is filed for record as provided by law. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time. Nothing in this Section will constitute a commitment to make additional or future advances in any amount.

**General.** The scheduled maturity date of the Note is February 15, 2038. 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 Note, this mortgage and all other agreements and instruments evidencing and or securing the Loan (individually and collectively, the "**Loan Documents**"; provided, however, the Loan Documents specifically do not include the Unsecured Environmental Indemnity Agreement, dated as of the date hereof between, without limitation, Grantor and Mortgagee; that agreement, the "**Environmental Indemnity**"). The Loan Documents may include terms which permit or provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. Without limitation, the Note expressly provides that Mortgagee may at its option change or adjust the interest rate as referenced therein. This mortgage does not secure any indebtedness, liability or obligation that is expressly stated to be unsecured.

### ARTICLE 5 – WARRANTY AND COVENANTS

**Warranty of Title.** Grantor represents and warrants that, other than the exceptions to title expressly listed on a schedule of exceptions to coverage in the final commitment for title insurance or pro forma policy of title insurance accepted by Mortgagee prior to the Closing (defined in the Note), Grantor lawfully possesses and holds fee simple title to all of the Land and Improvements; and that Grantor has the right, power and authority to mortgage, grant, convey and assign the Property. 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.

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

**Maintenance of Property.** Grantor shall: maintain and preserve all rights and privileges Grantor now has in the Property; make any repairs, renewals or replacements to keep the Property in good working condition and repair; operate the Property, whether improved pastures, orchards, groves, grazing, timber, or crop lands, in a good and husband-like manner in accordance with accepted principles of sound agricultural and forestry practices in the area in which the Land is located; 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 remove nor permit the removal of any oil, gas, mineral, stone, rock, clay, or gravel owned by Grantor, or any timber, buildings, top soil, or fertilizer, without the prior written consent of Mortgagee.

**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.

**Taxes and Assessments.** Grantor shall pay 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, and 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 Loan Documents, together with any and all interest and penalties thereon (individually and collectively, "Imposition"). 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 a 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: (1) Mortgagee is satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest; and (2) Grantor shall have posted a bond or furnished such other security required from time to time by Mortgagee.

**Damages and Insurance and Condemnation Awards.** Mortgagee may, at its option: (1) 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 Mortgagee may make any compromise or settlement of the action or proceeding; (2) participate in any action or proceeding relating to any Condemnation Award; and (3) 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. Mortgagee may apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses, including Legal Fees (defined in the Note), incurred in connection with such recovery. 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 WITH RESPECT TO ALLOCATION OF CONDEMNATION AWARDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER.

**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 Environmental Indemnity, and otherwise to determine Grantor's compliance with this mortgage.

**Prohibited Transfers.** Grantor agrees that a material factor in Mortgagee's decision to enter into the Loan Documents is the expertise, financial status and other characteristics of Grantor. Grantor shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Mortgagee may declare all Secured Obligations to be due and payable immediately. "**Prohibited Transfer**" means: (1) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, or other transfer of all or any material part or interest of the Property, whether voluntary, involuntary, by operation of law or otherwise; provided, however, Grantor may sell or dispose of fixtures and Equipment in the ordinary course of their business so long as such items are replaced with items of equal or greater value and utility; (2) if Grantor is a corporation, any transfer or transfers of shares of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the direct or indirect beneficial ownership of Grantor, on a cumulative basis, or any dissolution of the corporation; (3) 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 more than ten percent (or such other portion, if any, permitted under the Note) of the partnership interests, on a cumulative basis; (4) if Grantor is a limited liability company, withdrawal or removal of any manager or managing member, termination of the limited liability company or any transfer or transfers of more than ten percent (or such other portion, if any, permitted under the Note) of the voting power or the ownership of the economic interest in the Grantor, on a cumulative basis; or (5) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust.

**Prohibited Transfer Rate.** If there is a Prohibited Transfer, Mortgagee may deem the principal balance of the Loan and, to the extent permitted by applicable law, all other Obligations, increase at the Contract Rate (as defined in the Note) by 2.000% per annum, retroactive to the date of the Prohibited Transfer. Mortgagee's rights under this Section are an option available to Mortgagee, and unless elected by Mortgagee, a Prohibited Transfer will constitute an Event of Default and all Obligations will bear interest at the Default Rate (as defined in the Note).

**Compensation and Reimbursement of Costs and Expenses.** Grantor shall pay (1) for any services rendered in connection with this mortgage; (2) all of Mortgagee's costs and expenses incurred in rendering any such services; and (3) all costs, expenses and other advances incurred or made by Mortgagee in an effort to enforce the terms of this mortgage or protect the Property, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, or in defending any action or proceeding arising under or relating to this mortgage, including Legal Fees, and costs of any Foreclosure Sale. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances incurred by Mortgagee in each of those Foreclosure Sales.

**Indemnification.** GRANTOR SHALL INDEMNIFY MORTGAGEE AGAINST AND SHALL HOLD MORTGAGEE HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, LEGAL FEES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH MORTGAGEE MAY SUFFER OR INCUR: (1) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS OR BY LAW; (2) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (3) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY MORTGAGEE 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 LOAN DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY MORTGAGEE SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE OF THIS MORTGAGE.

**Payments Due Under This Mortgage.** Grantor must pay all obligations to pay money arising under this mortgage immediately upon demand by Mortgagee. Each such obligation shall bear interest from the date the obligation arises at the Default Rate (as defined in the Note).

## ARTICLE 6 – EVENTS OF DEFAULT AND REMEDIES

**Events of Default.** The following each shall be an event of default under this mortgage (an "Event of Default"): (1) an Event of Default (as defined in the Note); (2) a Prohibited Transfer; (3) if Grantor is in default beyond applicable notice and grace periods under any other mortgage, deed of trust, deed to secure debt or other security agreement covering any part of the Property, whether it be superior or junior in lien to this mortgage; (4) for more than ten days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default, which can be cured by the payment of a sum of money; or (5) for 30 days after notice from Mortgagee, Grantor is in default under any term, covenant or condition of this mortgage not separately described as an Event of Default; provided that if: (A) it is reasonably certain that the default cannot be cured by Grantor within that 30 day period; and (B) 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.

**Remedies.** At any time after an Event of Default, Mortgagee may invoke any and all of the rights and remedies described below. All of such rights and remedies are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

**Acceleration.** Mortgagee may declare any or all of the Secured Obligations to be due and payable immediately.

**Receiver.** Mortgagee 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 Grantor, any guarantor of all or any portion of the Secured Obligations, or of any person liable for the payment of the Secured Obligations. 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 GRANTOR AGREES TO NOT OPPOSE SUCH APPOINTMENT.

**Entry.** To the extent permitted by applicable law, Mortgagee, in person, by agent or by court- appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also 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. Such other things may include: taking and possessing all of Grantor's or the then owner's books and records; entering into, enforcing, modifying, or canceling leases on such terms and conditions as Mortgagee may consider proper; obtaining and evicting tenants; fixing or modifying rents; collecting and receiving any payment of money owing to Grantor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Mortgagee so requests, Grantor will assemble all of the Property that has been removed from the Land and make all of it available to Mortgagee at the site of the Land. 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. Regardless of any provision of this mortgage or the other Loan Documents, 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 in accordance with the UCC.

**Cure; Protection of Security.** Mortgagee may cure any breach or default of Grantor, and if Mortgagee chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other things which it considers necessary or appropriate to protect the security of this mortgage. Such other things may include: (1) appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this mortgage; (2) paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's judgment is or may be senior in priority to this mortgage, such judgment of Mortgagee to be

conclusive as among the parties to this mortgage; (3) obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Note; (4) otherwise caring for and protecting any and all of the Property; and/or (5) employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted under this Article either with or without giving notice to any person. Notwithstanding the foregoing, in no event will Mortgagee have any obligation to take any of the actions set forth in this Section.

**Uniform Commercial Code Remedies.** *Mortgagee may exercise any or all of the remedies granted to a secured party under the UCC. To the extent that applicable law imposes the duty on Mortgagee to exercise remedies in a commercially reasonable manner, Grantor acknowledges and agrees that it is not commercially unreasonable for Mortgagee to: (1) fail to incur expenses reasonably deemed significant by Mortgagee to prepare the Personalty for disposition or to fail to complete raw material or work in process into finished goods or other finished products for disposition; (2) fail to exercise collection remedies against account debtors or other persons obligated on the Personalty (directly or through the use of collection specialists), or to fail to remove liens, encumbrances or adverse claims against the Personalty; (3) advertise dispositions of the Personalty through publications or media of general circulation, whether or not the Personalty is of a specialized nature; (4) contact persons for expressions of interest in acquiring all or any portion of the Personalty; (5) hire professional auctioneers to assist in the disposition of the Personalty, whether or not the Personalty is of a specialized nature; (6) dispose of the Personalty by utilizing Internet sites that provide for or are reasonably capable of the auction of assets of the types included in the Personalty; (7) dispose of the Personalty in wholesale rather than retail markets; (8) disclaim disposition warranties; (9) purchase insurance or credit enhancements to insure Mortgagee against risks of loss, collection or disposition of the Personalty or to provide to Mortgagee a guaranteed return from the collection or disposition of the Personalty; or (10) sell any Personalty jointly with any of the Property or to sell any Personalty in a sale separate from a sale of any of the Property. Grantor acknowledges that the purpose of this Section is to provide a non-exhaustive indication of what actions or omissions by Mortgagee would fulfill Mortgagee's duties under the UCC in Mortgagee's exercise of remedies against the Personalty, and that other actions or omissions by Mortgagee shall not be deemed to fail to fulfill such duties solely on account of not being expressly included or indicated in this Section.*

**Judicial Action.** Mortgagee may bring an action in any court of competent jurisdiction to foreclose this mortgage in the manner provided under applicable law for the foreclosure of mortgages on real property or to obtain specific enforcement of any of the covenants or agreements of this mortgage.

**Sales of Personal 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. If it chooses to do so, Mortgagee may dispose of any Personalty separately from the sale of real property, in any manner permitted by Article 9 of the UCC, including any public or private sale, or in any manner permitted by any other applicable law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation.

**Single or Multiple Foreclosure Sales.** If the Property consists of more than one lot, parcel or item of property, in connection with any sale of the Property described in or permitted under this Article, Mortgagee may: (1) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (2) 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 Mortgagee may deem to be in its best interests (any such sale or disposition, a "**Foreclosure Sale**"). 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 liens 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.

**Additional Rights.** In addition to the rights and powers given to Mortgagee under this mortgage, Mortgagee 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.



**Credit Bids.** At any Foreclosure Sale, any person, including Grantor or Mortgagee, 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 may settle for the purchase price by crediting the sales price of the Property against the following obligations: first, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Grantor is obligated to reimburse Mortgagee; and second, all other Secured Obligations in any order and proportions as Mortgagee may choose.

**Application of Foreclosure Sale Proceeds, Rents and Other Sums.** Mortgagee shall apply the proceeds of any Foreclosure Sale to pay (or reimburse Mortgagee for payment of) the Secured Obligations in any order and proportions as Mortgagee may choose, with the surplus, if any, to be paid over to Grantor. Mortgagee has no liability for any funds which it does not actually receive.

**Waivers.** Grantor waives: (1) any right to require Mortgagee to proceed against Grantor, proceed against or exhaust any security held from Grantor, or pursue any other remedy in Mortgagee's power to pursue; (2) any defense based on any legal disability of Grantor, any discharge or limitation of the liability of Grantor to Mortgagee, 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 Grantor's obligations exceed or are more burdensome than those of Grantor; (3) 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 Grantor, and demands and notices of every kind; (4) any defense based on or arising out of any defense that Grantor may have to the payment or performance of the Secured Obligations or any part of it; and (5) 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 may have against Grantor, and all rights to participate in any security now or later to be held by Mortgagee for the Secured Obligations. Grantor waives all rights and defenses that Grantor may have because the Secured Obligations may be secured by real property other than the Property hereby encumbered. This is an unconditional and irrevocable waiver of any rights and defenses Grantor may have because the Secured Obligations may be secured by real property other than the Property. Grantor 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. No provision or waiver in this mortgage shall be construed as limiting the generality of any other provision or waiver contained in this mortgage.

**Information.** Grantor is solely responsible for keeping informed of Grantor's financial condition and business operations and all other circumstances affecting Grantor's ability to pay and perform its obligations to Mortgagee, and agrees that Mortgagee will have no duty to disclose to Grantor any information which Mortgagee may receive about Grantor's financial condition, business operations, or any other circumstances bearing on its ability to perform.

**No Mortgagee in Possession.** Neither the enforcement of any of the remedies under this Article, the assignment of the Rents and Leases under Article 2, the security interests under Article 3, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Property, to obligate Mortgagee to lease the Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

**Waiver of Surrender of Note.** In the event of foreclosure of this mortgage, the Grantor hereby agrees that the court may, and requests the court to enter and record the judgment contained in the foreclosure decree *on the Secured Obligations secured by this mortgage without requiring that any existing note(s) be first filed with the clerk of court for cancellation.* Because the Secured Obligations secured by this mortgage are also secured by other security instruments and will be necessary to foreclosure of those security instruments, the Grantor further agrees that, notwithstanding any other requirement of the laws of the State of Iowa, the clerk of court may, in the event of foreclosure of this mortgage, enter and record the judgment contained in the foreclosure decree on the Secured Obligations secured by this mortgage without requiring that any



existing note(s) be first filed with the clerk of court for cancellation or with proper notation by the court on the face of the note(s) of any reduction due to the judgment.

#### ARTICLE 7 – MISCELLANEOUS

**Notices.** All notices, approvals, consents, and other communications, under this mortgage ("**Notices**") must be in writing and mailed or delivered to the address specified herein. All Notices will be deemed to be given or made upon the earlier to occur of: (1) actual receipt by the intended recipient; or (2) (A) if delivered by hand or by courier, upon delivery; or (B) if delivered by mail, four Business Days after deposit in the U.S. mail, properly addressed, postage prepaid; except that notices and other communications to Mortgagee will not be effective until actually received by Mortgagee. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Mortgagee, to Metropolitan Life Insurance Company, c/o MetLife Investment Management, LLC, 10801 Mastin Blvd., Ste. 700, Overland Park, KS 66210, Attn: LMG Director, with a carbon copy to Metropolitan Life Insurance Company, c/o MetLife Investment Management, LLC, 10801 Mastin Blvd., Ste. 700, Overland Park, KS 66210, Attn: Director, CRO.

**Entire Agreement.** This mortgage and the other Loan Documents collectively: (1) represent the sum of the understandings and agreements between Mortgagee and Grantor concerning the Loan; (2) replace any prior oral or written agreements between Mortgagee and Grantor concerning the Loan; and (3) are intended by Mortgagee and Grantor as the final, complete and exclusive statement of the terms agreed to by them.

**No Waiver or Cure.** Each waiver by Mortgagee 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 to take action on account of any default of Grantor. Consent by Mortgagee 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 consent to be obtained in any future or other instance. The exercise by Mortgagee of any right or remedy under this mortgage or the other Loan 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 Loan Documents, have been cured); or impair the security of this mortgage; or prejudice Mortgagee 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 of any tenancy, lease or option, or a subordination of the lien of this mortgage.

**Merger.** No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property.

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

**Waiver of Marshalling.** 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. 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.

**Waiver of Certain Other Laws.** To the extent permitted by applicable law, Grantor shall not at any time insist upon, plead, claim or take the benefit or advantage of any applicable law providing for appraisal, valuation, stay, extension, equity or redemption, any statutory or common law right of redemption, and all other exemptions, 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 (including, without limitation, any common law or statutory right of redemption), and all other exceptions, as well as valuation, appraisal, 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. WITHOUT LIMITATION, IF THE UNDERSIGNED GRANTOR, OR ANY OF THEM, IS A CORPORATION, GRANTOR HEREBY RELEASES AND WAIVES ANY AND ALL RIGHTS*

OF REDEMPTION FROM SALE UNDER ANY JUDGMENT OF FORECLOSURE AND EACH OF THE ITEMS WAIVED AND RELEASED ABOVE, ON BEHALF OF GRANTOR, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY, SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OF THE PERSONS TO THE EXTENT PERMITTED BY APPLICABLE LAW OF THE STATE OF IOWA.

**Joint and Several Obligations.** If Grantor consists of more than one person, each Grantor (1) *acknowledges and undertakes, together with every other Grantor, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this mortgage;* (2) 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 (3) agrees that its liability hereunder and under any other Loan Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT MORTGAGEE EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST ANY OTHER GRANTOR UNDER THIS MORTGAGE, OR ANY OTHER LOAN DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

**Governing Law/Jurisdiction and Venue.** This mortgage shall be governed exclusively by the laws of the State of Iowa without regard or reference to its conflict of laws principles.

**General.** This mortgage may not be amended, changed, modified, altered or terminated without the prior written consent of Mortgagee. 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. 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. 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. When all Secured Obligations have been paid in full, Mortgagee shall execute and deliver to Grantor, a release of the Property from the lien of this mortgage. Headings and captions are provided for convenience only and do not affect the meaning of the text which follows.

**Authority to Release.** The person authorized to release this loan is any Authorized Signatory or Director of Mortgagee, as elected from time to time, or other Person authorized to act for such purposes on behalf of Mortgagee.

#### ARTICLE 8- ADDITIONAL IOWA PROVISIONS

In addition to and notwithstanding any provision to the contrary in this mortgage:

**Redemption.** Grantor agrees that in the event of foreclosure of this mortgage, at the sole discretion of MORTGAGEE, MORTGAGEE 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO MORTGAGE]

GRANTOR BY EXECUTION AND DELIVERY OF THIS MORTGAGE TO MORTGAGEE, AND MORTGAGEE, BY ACCEPTANCE HEREOF, TO THE EXTENT PERMITTED BY APPLICABLE LAW (1) 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: (A) THIS MORTGAGE; OR (B) ANY OTHER LOAN DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND (2) 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 MORTGAGEE ENTERING INTO THE NOTE AND OTHER LOAN DOCUMENTS.

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 AGREEMENT SIGNED BY THE PARTY AGAINST WHOM IT IS TO BE ENFORCED.

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

Address for notices:  
1350 Osage Street  
Creston, Iowa 50801

GRANTOR

  
\_\_\_\_\_  
AARON FINCH

Address for notices:  
1350 Osage Street  
Creston, Iowa 50801

  
\_\_\_\_\_  
LORETTA LEIGH HARVEY

[ACKNOWLEDGEMENTS OF MORTGAGE ON FOLLOWING PAGE]

[ACKNOWLEDGEMENTS OF MORTGAGE]

STATE OF IOWA )  
 ) SS  
COUNTY OF Union )

This instrument was acknowledged before me on February 15, 2023 by AARON FINCH and LORETTA LEIGH HARVEY, husband and wife.

[SEAL]

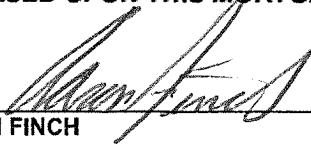
Nicole Riley Cooney  
Signature of person taking Acknowledgment  
Notary Public  
Title or Rank



**WAIVER OF HOMESTEAD RIGHTS**

**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.**

2-15-2023  
Dated

  
AARON FINCH

2-15-2023  
Dated

  
LORETTA LEIGH HARVEY

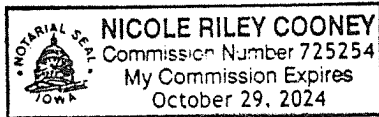
[ACKNOWLEDGEMENTS OF WAIVER OF HOMESTEAD RIGHTS ON FOLLOWING PAGE]

[ACKNOWLEDGEMENTS OF WAIVER OF HOMESTEAD RIGHTS]

STATE OF IOWA )  
 ) SS  
COUNTY OF Union )

This instrument was acknowledged before me on February 15, 2023 by AARON FINCH and LORETTA LEIGH HARVEY, husband and wife.

[SEAL]



Nicole Riley Cooney  
Signature of person taking Acknowledgment  
Notary Public  
Title or Rank

**EXHIBIT A**

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
AND FIXTURE FILING**

Legal Description of Land

**ADAIR COUNTY**

**TRACT 1:**

The East Half of the Southwest Quarter (E1/2SW1/4) and the West Half of the Southeast Quarter (W1/2SE1/4), all in Section Thirty-two (32), Township Seventy-four (74) North, Range Thirty (30) West of the 5th P.M., Adair County, Iowa.

**TRACT 2:**

Southeast Quarter (SE1/4) of Section Four (4), Township Seventy-six (76) North, Range Thirty-one (31) West of the 5th P.M., EXCEPT Parcel "A" and Parcel "B" in the SE1/4SE1/4 of said Section 4-76-31, as described on Plat of Survey filed April 10, 2007, in Book 569 on Page 195 in the Office of the Adair County Recorder.

**TRACT 3:**

The Northeast Quarter (NE1/4) of Section Twenty-one (21) and the West Half of the Northwest Quarter (W1/2NW1/4) and the North Forty-six acres of the East Sixty-five acres of the West Half of the Southwest Quarter (W1/2SW1/4) of Section Twenty-two (22), all in Township Seventy-six (76) North, Range Thirty (30) West of the 5th P.M., Adair County, Iowa.



**EXHIBIT B**

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
AND FIXTURE FILING**

Legal Description of Land

**BOONE COUNTY**

TRACT 15:

The East Half of the Northeast Quarter of Section 30, Township 83 North, Range 28 West of the 5th P.M., Boone County, Iowa, except North 369.6 feet of the East 471.55 feet of the Northeast Quarter of Section 30, Township 83 North, Range 28, West of the 5th P.M., Boone County, Iowa.

**EXHIBIT C**

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
AND FIXTURE FILING**

**Legal Description of Land**

**CLARKE COUNTY**

**TRACT 9:**

The Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), the West One-half of the Southeast Quarter (W1/2SE1/4), a tract described as commencing at the Northeast corner of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4); thence West Eighty (80) rods; thence South Eighty (80) rods; thence Northeast to the Place of Beginning; the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) and all that part of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) lying South and East of the public highway of Section Twenty-four (24); and the East One-half of the Northwest Quarter (E1/2NW1/4) EXCEPT Parcel "A"- a part of the East One-half of the Northwest Quarter (E1/2NW1/4) of Section Twenty-five (25), Township Seventy-three (73) North, Range Twenty-seven (27) West of the 5th P.M., Clarke County, Iowa, described as follows: Commencing at the Northwest corner of said East One-half of the Northwest Quarter (E1/2NW1/4); thence South 00 degrees 25 minutes 59 seconds East, along the West line of said East One-half (E1/2), 423.04 feet, to the point of beginning; thence continuing South 00 degrees 25 minutes 59 seconds East, 327.60 feet; thence North 86 degrees 02 minutes 27 seconds East, 292.73 feet; thence North 00 degrees 29 minutes 13 seconds East, 303.59 feet; thence North 89 degrees 16 minutes 05 seconds West, 297.11 feet to the point of beginning, and the North One-half of the Northwest Quarter of the Northeast Quarter (N1/2NW1/4NE1/4) of Section Twenty-five (25), all in Township Seventy-three (73) North, Range Twenty-seven (27) West of the 5th P.M., Clarke County, Iowa, EXCEPT Parcel B being a part of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4); Northeast Quarter of the Southeast Quarter (NE1/4SE1/4); part of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter (NW1/4SE1/4SE1/4); the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) all in Section Twenty-four (24); the North One-half of the Northwest Quarter of the Northeast Quarter (N1/2NW1/4NE1/4); Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) in Section Twenty-five (25) all in Township Seventy-three (73) North, Range Twenty-seven (27) West of the 5th P.M.; the Fractional South One-half of the Northwest Quarter (fr1S1/2NW1/4), all in Section Nineteen (19), Township Seventy-three (73) North, Range Twenty-six (26) west of the 5th P.M., Clarke County, Iowa, as shown in the Plat of Survey recorded March 16, 2018, in Book 44 at Page 834 in the Office of the Recorder of said County.

**EXHIBIT D**

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
AND FIXTURE FILING**

Legal Description of Land

**CRAWFORD COUNTY**

TRACT 13:

The Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) and the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Sixteen (16), Township Eighty-three (83) North, Range Forty-one (41), West of the 5th P.M., Crawford County, Iowa.

**EXHIBIT E**

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
AND FIXTURE FILING**

Legal Description of Land

**DALLAS COUNTY**

**TRACT 10:**

Parcel "A" of the Southwest Quarter (SW1/4) of Section Thirty-three (33), Township Eighty-one (81) North, Range Twenty-six (26) West, Dallas County, Iowa, as shown on the Plat of Survey recorded in Book 2011 Page 12876,

Together with easement for ingress and egress set forth in document dated December 11, 2011, filed December 27, 2011 in Book 2011 Page 18162.

**TRACT 11:**

The North Half of the Southeast Quarter (N1/2SE1/4) of Section 24 in Township 81 North, Range 27 West of the 5th P.M., Dallas County, Iowa.

**EXHIBIT F**

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
AND FIXTURE FILING**

**Legal Description of Land**

**DECATUR COUNTY**

**TRACT 7:**

The West One-Half of the Northeast Quarter (W1/2NE1/4); Northwest Quarter of the Southeast Quarter (NW1/4SE1/4); Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) all in Section Twenty-nine (29), Township Sixty-eight (68) North, Range Twenty-seven (27) West of the 5th P.M., Decatur County, Iowa.

**TRACT 8:**

Parcel A of Section 7, Township 67 North, Range 26 West, and Parcel E of Section 12, Township 67 North, Range 27 West, Decatur County, Iowa, said parcels being contiguous and jointly described more particularly as follows:

Beginning at the South Quarter Corner of Section 12, Township 67 North, Range 27 West, Decatur County, Iowa; thence with the South Line of the Southwest Quarter (SW1/4) of said Section, North 89 degrees 31 minutes 02 seconds West 1710.16 feet; thence departing said line, North 00 degrees 44 minutes 39 seconds East 1083.20 feet; thence South 87 degrees 31 minutes 08 seconds East 1497.12 feet; thence South 78 degrees 38 minutes 43 seconds East 33.03 feet; thence South 88 degrees 12 minutes 02 seconds East 1078.87 feet; thence North 00 degrees 02 minutes 06 seconds East 1615.83 feet to the centerline of the abandoned Burlington Northern Railroad Company St. Joseph, Missouri to Humeston, Iowa branch line; thence with said centerline the following courses and distances: North 83 degrees 06 minutes 21 seconds East 1148.36 feet; thence 500.05 feet by arc distance along a curve to the right having a radius of 2909.20 feet and a long chord bearing North 88 degrees 01 minutes 48 seconds East 499.43 feet; thence South 87 degrees 08 minutes 20 seconds East 928.12 feet to the Westerly right-of-way line of Interstate Highway 35; thence with said right-of-way line the following courses and distances; South 51 degrees 54 minutes 10 seconds West 114.18 feet to Station 285+40.6/200 feet left; South 42 degrees 14 minutes 24 seconds West 542.27 feet to Station 280+00.00/250 feet left; thence South 27 degrees 32 minutes 02 seconds West 304.39 feet to Station 277+00.00/200 feet left; thence South 36 degrees 55 minutes 27 seconds West 1742.00 feet to the northeasterly corner of Parcel C of Section 12 as recorded in Survey Record Book B, Page 156; thence with the northern boundary of said parcel and also the northern boundary of Parcel D of Section 12 as recorded in Survey Book C, Page 178, North 89 degrees 20 minutes 10 seconds West 1357.59 feet to the Northwest corner of said Parcel D; thence with the West line of Parcel D, South 01 degrees 07 minutes 28 seconds West 602.43 feet to the South Line of the Southeast Quarter of said Section 12; thence with said line, North 89 degrees 29 minutes 55 seconds West 466.63 feet to the point of beginning.

**EXHIBIT G**

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
AND FIXTURE FILING**

Legal Description of Land

**DICKINSON COUNTY**

TRACT 4:

The South Half (S1/2) of Section Eight (8), Township One Hundred (100) North, Range Thirty-eight (38), West of the 5th P.M., Dickinson County, Iowa.

Together with easements set forth in Tiling Agreement dated June 17, 2020, filed August 17, 2020 as Instrument No. 20-05225.

AND

Government Lots 1, 2, 3 and 4, Section 8, Township 100 North, Range 38, West of the 5th P.M., Dickinson County, Iowa.

**EXHIBIT H**

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
AND FIXTURE FILING**

**Legal Description of Land**

**FREMONT COUNTY**

**TRACT 5:**

A tract of land situated in Section 28, Township 70 North, Range 40 West of the 5th P.M., Fremont County, Iowa, commencing at a point 278.00 feet West of the Southeast Corner of said Section 28, said measurement being along Section Line, thence continuing along Section Line, South 89 degrees 59 minutes 13 seconds West 1043.80 feet to the Quarter Quarter Line; thence along said Line 00 degrees 01 minutes 29 seconds West 3739.47 feet; thence South 88 degrees 38 minutes 00 seconds East 175.00 feet; thence North 00 degrees 07 minutes 04 seconds West 184.88 feet; thence North 89 degrees 55 minutes 10 seconds East 1135.29 feet to Section Line; thence along Section Line, South 00 degrees 11 minutes 53 seconds East 2879.45 feet; thence South 89 degrees 59 minutes 13 seconds West 278.00 feet; thence South 00 degrees 11 minutes 53 seconds East 1042.00 feet to the point of beginning, except a tract of land situated in the SE1/4SE1/4 of Section 28, Township 70 North, Range 40 West, Fremont County, Iowa, said tract being further described as follows: Commencing at a point 278.00 feet West of the Southeast Corner of said Section 28, said measurement being along Section line; thence continuing along Section line, South 89 degrees 59 minutes 13 seconds West 836.08 feet; thence North 00 degrees 11 minutes 53 seconds West 1042.00 feet; thence North 89 degrees 59 minutes 13 seconds East 836.08 feet; thence South 00 degrees 11 minutes 53 seconds East 1042.00 feet to the place of beginning.

**AND**

A tract of land situated in Section 28, Township 70 North, Range 40 West of the 5th P.M., Fremont County, Iowa, to-wit: Tract No. 2: Commencing at a point 1321.80 feet West of the Southeast Corner of said Section 28, said measurement being along Section Line; thence continuing along Section Line, South 89 degrees 59 minutes 13 seconds West 1321.80 feet to the South Quarter Corner of Section 28; thence along Quarter Section Line, North 00 degrees 13 minutes 20 seconds East 3931.62 feet; thence South 89 degrees 57 minutes 07 seconds East 846.43 feet; thence South 00 degrees 31 minutes 28 seconds East 180.22 feet; thence South 88 degrees 38 minutes 00 seconds East 457.00 feet to the Quarter Quarter Line; thence along said line South 00 degrees 01 minutes 29 seconds East 3739.47 feet to the point of beginning.

**TRACT 6:**

The South Half of the North Half of the Southeast Quarter (S1/2N1/2SE1/4) and the South Half of the Southeast Quarter (S1/2SE1/4) of Section 22, Township 70 North, Range 40, West of the 5th P.M., in Fremont County, Iowa.

**AND**

Parcel B: A parcel of land located in part of the NW1/4NE1/4 and in part of the NE1/4NE1/4 of Section 27, Township 70 North, Range 40, West of the 5th P.M., Fremont County, Iowa, said parcel more fully described in Plat of Survey recorded as Document No.. 20130610 in Fremont County Recorder's Office.



**EXHIBIT I**

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
AND FIXTURE FILING**

**Legal Description of Land**

**MADISON COUNTY**

**TRACT 12:**

The East Half of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section Twenty-nine (29) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT a parcel of land beginning at the Southwest Corner of the Southeast Quarter of the Southeast Quarter of Section Twenty-nine (29) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, running thence along the West line of the Southeast Quarter of the Southeast Quarter North 00 degrees 10 minutes 42 seconds West 306.11 feet; thence South 89 degrees 48 minutes 19 seconds East 786.15 feet; thence South 00 degrees 10 minutes 42 seconds East 303.44 feet to the South line of said Section Twenty-nine (29); thence along said South line North 90 degrees 00 minutes 00 seconds West 786.14 feet to the point of beginning; AND a tract of land in the Southeast Quarter of the Southeast Quarter of Section Twenty-nine (29) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southwest Corner of the Southeast Quarter of the Southeast Quarter of said Section Twenty-nine (29); thence along the West line of said Southeast Quarter of the Southeast Quarter North 00 degrees 10 minutes 42 seconds West 306.11 feet ; thence South 89 degrees 48 minutes 19 seconds East 231.44 feet; thence South 00 degrees 10 minutes 42 seconds East 305.33 feet to the South line of said Southeast Quarter of the Southeast Quarter; thence along said South line North 90 degrees 00 minutes 00 seconds West 231.44 feet to the point of beginning

**EXHIBIT J**

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
AND FIXTURE FILING**

**Legal Description of Land**

**PALO ALTO COUNTY**

**TRACT 14:**

The West Fractional Half of the Southwest Quarter (Wfr1/2SW1/4) of Section Six (6), Township Ninety-five (95) North, Range Thirty-three (33), West of the 5th P.M., Palo Alto, Iowa.