BK: 2026 PG: 3445
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Pages 18
County Recording Fee: $92.00
Iowa E-Filing Fee: $3.00
Combined Fee: $95.00
Revenue Tax: $0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Space above this line for Recorder's Use

THIS INSTRUMENT PREPARED BY: Michael H. Patterson, 2310 Interstate 20 West, Suite 100, Arlington, TX 76017 Phone: 817-461-5500

RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO: Agricultural Capital Advisors, LLC, 60 Hazelwood Drive, Champaign, IL 61820, Attention: Jonah Hoffman

LEGAL DESCRIPTION OF LAND: See EXHIBIT A, attached

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

TAXPAYER NAME AND ADDRESS:

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $1,617,535.00. 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.

Originator Loan # 40013770
FAMC Loan # 40013770

MORTGAGE

November 19, 2026

This instrument is executed and delivered as of the above date by Chickenfoot Holdings, LLC, an Iowa limited liability company ("**Grantor**") to and for the benefit of Agricultural Capital Advisors, LLC ("**Lender**").

Lender has made a loan in the original principal amount of $1,617,535.00 (the "**Loan**") to Chickenfoot Holdings, LLC (individually and, if more than one, collectively, "**Borrower**") under the terms and conditions of the Promissory Note from Borrower to Lender dated as of the date of this instrument in the original principal amount of $1,617,535.00 (the "**Note**").

In consideration of the foregoing, and to induce Lender to make the Loan, Grantor hereby agrees:

1. Definitions and Rules of Construction.

(a) Defined Terms. Each capitalized term used in this instrument that is defined in the Note and not defined in this instrument will have the meaning specified in the Note.

(b) UCC Definitions. Each term that is used in this agreement which is defined in Article 9 of the UCC is used as defined in Article 9 of the UCC;

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(c) Rules of Construction. This instrument will be construed in accordance with the Rules of Construction specified in the Note.

2. Grant. To secure repayment of all Secured Obligations (defined herein), Grantor irrevocably and unconditionally mortgages, warrants, grants, bargains, sells, and conveys to Lender, and Lender's successors and assigns, 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, replacements and additions thereof (individually and collectively, the "**Property**");

(a) the real estate described on Exhibit A, attached (the "**Land**");

(b) buildings, structures, improvements, and fixtures now or hereafter erected on, affixed or attached to the Land, including all trellises, farm products storage and handling units and equipment, and fences, gates and loading chutes (the "**Improvements**");

(c) (A) wells, irrigation and drainage pumps, motors, pipes, windmills, frost protection equipment, center pivot irrigators, sprinklers, drip line and emitters, filters, water measurement meters and control structures and other watering and irrigation equipment; and (B) all other 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**");

(d) 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;

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

(f) rights to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Land or used in connection therewith: (i) water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies; (ii) water and water inventory in storage; (iii) rights under well, pump and filter sharing agreements; and (iv) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to drill, install and maintain wells, pumps and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store or transfer water ("**Water Rights**");

(g) shares, and rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may receive water and any other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts;

(h) 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";

(i) 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**");

(j) grazing leases, permits, allotments, licenses and privileges covering state or federally owned lands used or operated in connection with the land ("**Grazing Permits**"), together with all renewals of such Grazing Permits and any Grazing Permits acquired in the future;

(k) bushes, groves, trees, plants, vines or other plantings, upon or under the Land (the "**Permanent Plantings**");

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(l) intellectual property rights now or hereafter held by Grantor with respect to Permanent Plantings, including all such patents, patent licenses, trademarks and trademark licenses;

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

(n) proceeds of and any unearned premiums on any insurance policies covering the Property ("**Insurance Proceeds**"), 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**");

(o) all judgments, awards of damages, settlements and payments or security (i) hereafter made as a result of or in lieu of any taking of all or any part of the Land under the power of eminent domain or for any damage to the Land, Improvement or other Property, or any part thereof, and (ii) hereafter made for any damage to the Land, Improvements or other Property, or any part thereof resulting from exercise of or attempted exercise of mining rights or claims, however reserved or asserted, and resulting from the disturbance of any of the surface of the Land ("**Awards**");

(p) all contract rights, chattel paper, documents, accounts and general intangibles, rights to performance, entitlement to payment in cash or in kind, or any other benefits under any current or future governmental program which pertain to the Land, whether now or hereafter existing or acquired;

(q) accessions, attachments and other additions to, substitutes or replacements for the Property;

(r) 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; and

(s) all cash and noncash proceeds of the conversion, voluntary or involuntary, of any of the foregoing.

3. Assignment of Rents.

(a) Assignment. Grantor irrevocably and unconditionally assigns Lender 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**").

(b) Grant of License. Notwithstanding the provisions of this section, Lender 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, Lender may terminate the License without notice to or demand upon Grantor.

(c) Collection and Application of Rents. Subject to the License, Lender has the right, power and authority to collect any and all Rents. 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 Lender for the payment to Lender 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, Lender may notify any Person that the Leases have been assigned to Lender and that all Rents are to be paid directly to Lender, whether or not Lender has commenced or completed foreclosure of or taken possession of the Property. Lender, by its acceptance of this instrument does not assume any duty or obligation under the Leases.

(d) Rent Directives and other Notices. Lender may apply all amounts received by it pursuant to this assignment to pay any of the following in such order and amounts as Lender deems appropriate: (i) Secured Obligations; (ii) 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 Lender deems necessary or desirable; (iii) taxes, charges, claims, assessments, any other liens, and premiums for insurance relating to the Property that Lender deems necessary or desirable; and (iv) the cost of alterations, renovations, repairs or replacements, and expenses incident to taking and retaining possession of the Property.

4. Security Agreement / Fixture Filing.

(a) Grant of Security Interest. Grantor grants Lender a security interest in all of Grantor's right, title and interest in all Property that may be characterized as personal property (other than wages, salaries or compensation for the services of Grantor nor by the household furniture or other goods of Grantor used for personal, family or household purposes) (collectively, the "**Personalty**"). Grantor authorizes Lender to file any UCC financing statements required by Lender, from time to time, to perfect Lender's security interest in the Personalty, including an "all assets" or other filing that may cover collateral in which Lender does not presently hold a security interest.

(b) Addresses. 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 principal 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 Lender specified in this instrument for purposes of notices to Lender is its address as secured party under the Uniform Commercial Code as adopted in the State of IA (the "**UCC**").

(c) Fixture Filing. This instrument 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 Lender and the collateral is or includes fixtures.

5. Secured Obligations.

(a) Secured Obligations. This instrument is for the purpose of securing the payment and performance of the following obligations (individually and collectively, the "**Secured Obligations**"):

(i) all Obligations including: (A) the principal amount of the Note, accrued interest thereon, and all other indebtedness, liabilities and obligations under the Note; and (B) and all other indebtedness, liabilities and obligations of Borrower to Lender under the Loan Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several;

(ii) all obligations of Grantor under this instrument; all future advances and other obligations that Grantor may agree to pay or perform (whether as principal, surety or guarantor) for the benefit of Lender, when a writing evidences the parties' agreement that the advance or obligation be secured by this instrument;

(iii) all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations; and

(iv) any of the foregoing that arises after the filing of a petition by or against Grantor under an insolvency or bankruptcy proceeding.

(b) Future Secured Obligations. The Secured Obligations include future advances made by Lender 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 instrument to the same extent as if made or incurred on the date of this instrument, and have priority as to third Persons with or without actual notice from the time this instrument is filed for record as provided by Applicable Law. The total amount of indebtedness secured by this instrument may decrease or increase from time to time. Nothing in this instrument will constitute a commitment to make additional or future advances in any amount.

(c) Variable Rate. The Secured Obligations may be subject to terms which permit or provide that the interest rate, payment terms, or balance due be indexed, adjusted, renewed or renegotiated.

(d) Maximum Amount. The Secured Obligations shall not exceed an amount equal to two times the original principal amount of the Loan as stated above, plus (i) unpaid accrued interest on the Loan, (ii) any disbursements made for the payment of taxes, levies or insurance on the Property, with interest on those disbursements, (iii) any increase in the principal balance as the result of negative amortization or deferred interest,

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(iv) any protective or other advances made by Lender, or (v) Grantor's liability to Lender under the terms and provisions of this instrument, relating to Environmental Claims.

(e) Maturity Date. The scheduled maturity date of the Note is February 1, 2052.

(f) Unsecured Obligations. Notwithstanding anything to the contrary in this instrument, the Secured Obligations do not include any indebtedness liabilities and obligations of Borrower or Grantor under the terms of a guaranty or other instrument or agreement which expressly states that it is not secured by this instrument.

6. Warranty of Title. Grantor represents and warrants that, other than the Permitted Encumbrances, 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. The term **"Permitted Encumbrances"** means such prior encumbrances acceptable to the Lender in its sole discretion as reflected in the lender's policy of title insurance insuring this instrument in form and substance acceptable to Lender.

7. Prohibited Transfers. Grantor shall not make or permit any Prohibited Transfer. "**Prohibited Transfer**" means: (a) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, deed of trust, grant of a lien or a security interest, lease of the Property, or other transfer of all or any material part of the Property or any interest in it, including any transfer of mineral rights, water rights, whether voluntary, involuntary, by operation of law or otherwise; (b) the entry of any judgment against the Grantor; (c) if Grantor is a corporation, any transfer or transfers of shares of the voting power or the direct or indirect beneficial ownership of Grantor; (d) if Grantor is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under any Applicable Laws, or any transfer or transfers of the partnership interests; (e) if Grantor is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership or membership interest in the Grantor; or (f) if Grantor is a trust, withdrawal or removal of any trustee or revocation of the trust.

8. Taxes, Assessments and other Impositions.

(a) At Lender's option, Grantor shall pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

(b) 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 instrument or any other Loan Documents, together with any and all interest and penalties thereon (individually and collectively, "**Impositions**").

(c) 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: (i) Lender 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 (ii) Grantor shall have posted a bond or furnished such other security required from time to time by Lender.

9. Agricultural Operations. Grantor represents and warrants that the Grantor is or will be actively engaged in agricultural production on the Land, either in Grantor's own right or as a landlord, and intends to continue or require its tenant to continue agricultural production on the Land.

10. Use of Property; Compliance with Law. Grantor shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Grantor shall comply with all Applicable Laws applicable to the Property.

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11. Site Visits, Observation and Testing. Lender 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, and otherwise to determine Grantor's compliance with this instrument.

12. 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, or crop lands, in a good and husband-like manner in accordance with accepted principles of sound agricultural 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, 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 buildings, top soil, or fertilizer, without the prior written consent of Lender.

13. Water.

(a) At such times as Lender may reasonably request, the Grantor shall deliver to Lender a certificate stating that the amount of water and quality of such water available and projected to be available (the "**Water Report**") sufficient to conduct the farming and other operations of Grantor and its tenants (if any), which such Water Report shall be certified by the Grantor and/or an authorized officer of any applicable water district or supplier of water.

(b) Grantor represents and warrants that the Water Rights afford the continuing, enforceable right to receive irrigation water on the Property from such sources, in such quantities and at such times and locations as has historically been available to the Property without interruption or substantially increased cost and in any event, based on current projections, sufficient to provide adequate water and/or drainage to continue the current and proposed agricultural operations on the Property.

(c) Grantor shall maintain the Water Rights during the term of the loan at a level and of a nature sufficient to provide the continuing, enforceable right to receive irrigation water on the Property from such sources, in such quantities and at such times and locations as has historically been available to the Property without interruption or substantially increased cost and in any event sufficient to provide adequate water and/or drainage to continue the current and proposed agricultural operations of the Property. All existing Water Rights benefiting or available to the Property shall be maintained in full force and effect for the benefit of the Property by Grantor and applied to beneficial use so as to maintain the validity and priority of such rights. Grantor shall fully comply with, and not permit a default to occur under any water licenses, permits or delivery contracts used to provide water to the Property and shall timely exercise all renewal or extension rights in such contracts.

(d) Grantor shall not modify, amend or terminate any Water Rights without the Lender's prior written consent. Grantor shall comply with the rules, regulations and ordinances of any water district, water agency or groundwater management agency in which the Property or any portion thereof is located and pay all related fees and assessments prior to delinquency.

(e) All irrigation wells and related facilities used to deliver irrigation water to any portion of the Property shall remain physically located within the boundaries of such Property or the subject of valid, enforceable easements appurtenant to the Property and encumbered hereby. If the use of any irrigation facilities or water serving the Property requires consent or the use of other property, Grantor shall maintain in effect all requisite easements or other legally enforceable and assignable rights to use such facilities and/or water to service the Property.

(f) Grantor shall notify the Lender if the irrigation water supply to any portion of the Property is interrupted or subject to interruption for any reason other than temporarily for routine maintenance or repairs in a manner that does not impair the operation of the Property.

14. Grazing Permits. Grantor shall renew all Grazing Permits upon or prior to their expiration date, execute any instrument deemed necessary by Lender to affect a collateral assignment or waiver of such renewals to

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Lender, and pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing all of such Grazing Permits and all renewals thereof. Grantor shall take no action which would adversely affect any of such Grazing Permits or Grantor preference status thereunder, and that in the event of foreclosure of this instrument, Grantor will waive all claims for preference under any such Grazing Permits upon demand from the purchaser at foreclosure sale of the Land, or any successor to such purchaser. Grantor further agrees that the lands covered by any lease, permit or privilege which Grantor, with the consent of Lender, shall substitute for the Grazing Permits, shall be subject to the provisions of this instrument. Upon foreclosure and sale of the Land, title to the improvements held by Grantor on any federal or state lands covered by the Grazing Permits, together with Grantor right to be paid the reasonable value thereof, shall pass free of all encumbrances other than those of the United States to the purchaser at such sale, and Lender is hereby authorized to execute, at is option, on behalf of Grantor, a bill of sale for such improvements. If title in fee simple to any of the lands covered by the Grazing Permits (or to any other lands) shall hereafter be acquired by Grantor, it is understood and agreed that such lands shall, upon such acquisition, become subject to the lien of this instrument to the same extent as though lands had originally been included herein as part of the Land, and further, that all of the terms, covenants, conditions and stipulations of this instrument, applicable to the Property, shall extend and be applicable to any lands hereafter so acquired. Grantor shall execute any documents reasonably requested by Lender to perfect or document the pledge of the Grazing Permits to Lender.

15. Patented and Trademarked Varieties. Grantor shall not plant on the Land, or graft to any trees or vines on the Land, patented or trademarked varieties of trees or vines unless (a) Grantor owns the patent or trademark for such trees, vines or rootstock or a license to plant or graft such trees, vines or rootstock which is transferable to a successor owner of the Land, and (b) Grantor has, prior to such planting or grafting, provided to Lender written evidence of such ownership or transferable license.

16. Property Insurance.

(a) Upon request of the Lender, Grantor shall keep the Improvements, Fixtures and Equipment (or any portion thereof required by Lender) insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods in the amounts (including deductible levels) and for the periods that Lender requires by an insurance carrier acceptable to the Lender.

(b) If Grantor fails to maintain any of the coverages described above, Lender may obtain such insurance coverage, at Lender's option and Grantor's expense. Grantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor could have obtained. Any amounts disbursed by Lender under this section shall become an additional Secured Obligation, and will bear interest at the Default Rate (defined in the Note) from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Grantor requesting payment.

17. Insurance Proceeds and Awards.

(a) Lender may, at its option: (i) 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 Lender may make any compromise or settlement of the action or proceeding; (ii) participate in any action or proceeding relating to any Award; and (iii) join Grantor in adjusting any Insurance Claim.

(b) All Insurance Proceeds and Awards which Grantor may receive or be entitled to must be paid to Lender. Lender may apply those proceeds first toward reimbursement of all of Lender's Costs and Expenses, incurred in connection with such recovery. The balance shall, at Lender's option, be applied to pay or prepay some or all of the Secured Obligations in such order as determined by Lender, in Lender's sole discretion. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER GRANTED UNDER APPLICABLE LAW PROVIDING FOR ALLOCATION OF AWARDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER.

(c) In the event of a total taking, destruction, or loss in value of the Property, the Insurance Proceeds or Awards received as a result thereof shall be applied to the Loan, whether or not then due, with the remainder of the Loan and all other Secured Obligations becoming due and payable upon demand by Lender.

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(d) If the Property is damaged, and, in Lender's sole judgement, the restoration or repair of the Property is economically feasible and will not result in a lessening of Lender's relative security for the Secured Obligations, Grantor may request that Lender permit all Insurance Proceeds and Awards received by Lender on the basis of such damage ("**Restoration Funds**") to be applied to the cost of restoration or repair of the Property. Lender shall have the right to hold the Restoration Funds until Lender has had a reasonable opportunity to inspect such Property to ensure the restoration and repair work (the "**Work**") has been completed to Lender's satisfaction. Lender may make the Restoration Funds (or so much thereof required to complete the Work) available to Grantor in a single disbursement or in a series of progress payments as the Work is completed. If the projected cost of the Work is greater than the Restoration Funds available, Grantor must demonstrate to Lender's satisfaction that Grantor is able to pay the excess amount, and, at Lender's option, deposit a sum equal to the excess amount with Lender for payment of the Work prior to any Restoration Funds being made available to Grantor.

18. Protection of Lender's Interest in the Property and Rights Under this instrument. If (a) Grantor fails to perform the covenants and agreements contained in this instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this instrument or to enforce laws or regulations), or (c) Grantor has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (i) paying any sums secured by a lien which has priority over this instrument; (ii) appearing in court; (iii) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this instrument, including its secured position in a bankruptcy proceeding, (iv) performing any farming operations related to the planting, growing, maintenance, and harvesting of crops located on the Property, and (v) performing any ranching operations related to any animals located on the Property. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this section, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this section. Lender may perform these or any other actions it deems necessary in Lender's sole discretion to preserve the value of the Property, and/or assign to others the right to do same on behalf of Lender. Lender may make advances under this instrument or other instrument providing security for the Note, to protect Lender's interest in this instrument or other instrument providing security for the Note from loss of value or damage. Any money so advanced (including associated Costs and Expenses) plus interest at the Default Rate indicated in the Note shall become an obligation due and owing under the terms of the Note immediately upon the date advanced by Lender and is an obligation of the Grantor secured by this instrument or other instrument providing security for the Note.

19. Payments Due Under This Instrument. Grantor shall pay all obligations to pay money arising under this instrument upon demand by Lender. Each such obligation shall bear interest from the date the obligation arises at the Default Rate.

20. Application of Payments or Proceeds. Unless otherwise required by Applicable Law, payments under the Note or proceeds of the Property (including any Insurance Proceeds or Awards) may be applied to collection expenses and protective advances, any Late Fee, Prepayment Premiums, interest, principal, and other amounts due to Lender in such order as determined by Lender in its sole discretion.

21. Conforming Changes. Grantor will cooperate, adjust, initial, re-execute and redeliver any of the Loan Documents, including, but not limited to any one or more promissory note(s), deed(s) of trust, real estate mortgage(s), security agreements, deeds, affidavits and closing statements, if deemed necessary or desirable in the sole discretion of Lender in order to consummate or complete the Loan Documents or other documents to correct any errors in the documents, or to perfect Lender's interest in the Property.

22. Events of Default and Remedies.

(a) Events of Default. The following each shall be an event of default under this instrument (an "**Event**

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of Default"):

(i) an "Event of Default" as that term is defined in the Note or the other Loan Documents;

(ii) a Prohibited Transfer;

(iii) any other default beyond applicable notice and grace periods in the payment or performance of Grantor's obligations under this instrument; or

(iv) 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 instrument'

(b) Remedies. At any time after an Event of Default, Lender may invoke any and all of the rights and remedies described in this instrument or the Note or as permitted by Applicable Law (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), including without limitation:

(i) Acceleration. Lender may declare any or all of the Secured Obligations to be due and payable immediately.

(ii) Receiver. Lender 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 Note and without regard for the solvency of Grantor, any Guarantor, or of any Person liable for the payment of the Note. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY AND GRANTOR AGREES TO NOT OPPOSE SUCH APPOINTMENT.

(iii) Entry. To the extent permitted by Applicable Law, Lender, 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 Lender may consider necessary and appropriate to protect the security of this instrument. 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 Lender 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 Lender so requests, Grantor will assemble all of the Property that has been removed from the Land and make all of it available to Lender at the site of the Land. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS LENDER AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS LENDER CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. Regardless of any provision of this instrument or the other Loan Documents, Lender shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Lender, unless Lender has given express written notice of its election of that remedy in accordance with the UCC.

(iv) Uniform Commercial Code Remedies. Lender 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 Lender to exercise remedies in a commercially reasonable manner, Grantor acknowledges and agrees that it is not commercially unreasonable for Lender to: (A) fail to incur expenses reasonably deemed significant by Lender 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; (B) fail to exercise collection remedies against account debtors or other Persons obligated on the Personalty (directly or through the use of collection

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specialists), or to fail to remove liens, encumbrances or adverse claims against the Personalty; (C) advertise dispositions of the Personalty through publications or media of general circulation, whether or not the Personalty is of a specialized nature; (D) contact Persons for expressions of interest in acquiring all or any portion of the Personalty; (D) hire professional auctioneers to assist in the disposition of the Personalty, whether or not the Personalty is of a specialized nature; (F) 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; (G) dispose of the Personalty in wholesale rather than retail markets; (viii) disclaim disposition warranties; (H) purchase insurance or credit enhancements to insure Lender against risks of loss, collection or disposition of the Personalty or to provide to Lender a guaranteed return from the collection or disposition of the Personalty; or (I) 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 Lender would fulfill Lender's duties under the UCC in Lender's exercise of remedies against the Personalty, and that other actions or omissions by Lender shall not be deemed to fail to fulfill such duties solely on account of not being expressly included or indicated in this section.

(v) Power of Sale. Lender may cause some or all of the Property, including any Personalty, to be sold or otherwise disposed of in any combination and in any manner permitted by the Applicable Law in the state in which the Property is located.

(vi) Judicial Action. Lender may bring an action in any court of competent jurisdiction to foreclose this instrument 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 instrument.

(vii) Additional Rights. In addition to the rights and powers given to Lender under this instrument, Lender shall have all such other rights both in law and equity for collection of the Loan.

(c) Cure; Protection of Security. Lender may cure any breach or default of Grantor, and if Lender chooses to do so in connection with any such cure, Lender 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 instrument. Such other things may include: (i) appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Lender under, this instrument; (ii) paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Lender's judgment is or may be senior in priority to this instrument, such judgment of Lender to be conclusive as among the parties to this instrument; (iii) obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this instrument; (iv) otherwise caring for and protecting any and all of the Property; and/or (v) employing counsel, accountants, contractors and other appropriate Persons to assist Lender. Lender 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 Lender have any obligation to take any of the actions set forth in this section.

(d) 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 section, Lender may: (A) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (B) 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 Lender 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, Lender 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 instrument on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

(e) No Mortgagee in Possession. Neither the enforcement of any rights or remedies of Lender under this instrument or the other Loan Documents, at law or in equity shall cause Lender to be deemed or construed to be

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a mortgagee in possession of the Property, to obligate Lender 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.

(f) 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 instrument, 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.

(g) 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 appraisement, 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 Applicable 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, appraisement, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the lien created by this instrument.

23. Compensation and Reimbursement of Costs and Expenses. Grantor shall pay (a) for any services rendered in connection with this instrument; (b) all of Lender's costs and expenses incurred in rendering any such services; (c) all costs, expenses and other advances incurred or made by Lender in connection with one or more Foreclosure Sales or other efforts to enforce the terms of this instrument 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 instrument; and all other Costs and Expenses.

24. Grantor Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the obligations secured by this instrument granted by Lender to Grantor or any Person that has taken title to the Property (a "**Successor in Interest of Grantor**"), whether or not that party has assumed Grantor's obligations under the Note and/or this instrument, Successor in Interest of Grantor shall not operate to release the liability of Grantor or any Successors in Interest of Grantor. Lender shall not be required to commence proceedings against any Successor in Interest of Grantor or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this instrument by reason of any demand made by the original Grantor or any Successors in Interest of Grantor. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third Persons, entities or Successors in Interest of Grantor or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

25. Obligations of Persons Under this Instrument.

(a) If Grantor is comprised of more than one Person, each such Person is jointly and severally obligated under this instrument. This means that Lender may enforce its rights under this instrument against each Person constituting Grantor individually or against all of those Persons together. EACH GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT LENDER EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST ANY OTHER GRANTOR UNDER THIS INSTRUMENT OR ANY OTHER LOAN DOCUMENT, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

(b) Any Grantor who is a married Person signs this instrument on his or her own behalf and on behalf of Grantor's marital community, if any and agrees that recourse may be had against community assets, if any, and against Grantor's separate property for the satisfaction of all Secured Obligations.

26. Sale of Note. Lender's rights, title and interest in the Note, this instrument and the other Loan Documents may sold or otherwise transferred without any consent or any prior notice to Grantor. Without limitation, Borrower acknowledges the Loan is being made by Lender with the expectation that Lender will sell the Loan to the Federal Agricultural Mortgage Corporation ("**Farmer Mac**"), and that in connection therewith, this instrument and

the other Collateral Documents will be assigned to Farmer Mac. Upon such sale, all references herein and the other Loan Documents to "Lender" shall refer to and mean the Farmer Mac, as Lender.

27. Notices. All notices, requests, approvals, consents, and other communications, under this instrument ("**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: (i) actual receipt by the intended recipient; or (ii) (A) if delivered by hand or by courier, upon delivery; or (ii) 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 Lender will not be effective until actually received by Lender. Notices must be mailed or delivered, if to Trustee, to 2310 Interstate 20 W, Suite 100, Arlington, TX 76017, if to Lender, if prior to a sale of the Note and assignment of this instrument, to 60 Hazelwood Drive, Champaign, IL, 61820, if to Lender subsequent to a sale of the Loan to Farmer Mac, to 9169 Northpark Dr, Johnston, IA 50131, and if to Grantor, to the address adjacent Grantor's signature below. Any Party hereto may change its address for purposes of Notices by giving a Notice in accordance with this section. If any notice required by this instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this instrument.

28. Governing Law. This instrument shall be governed, construed, applied and enforced in accordance with the laws of the State of Iowa, without regard or reference to its conflict of laws principles, provided, however that if any Property comprising real property is located in a state other than Iowa, the perfection, priority and procedures for enforcement of liens on such real property will be governed by the Applicable Laws of the state where that real property is located.

29. Severability. All rights and obligations contained in this instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this instrument or the Note which can be given effect without the conflicting provision.

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

31. Waiver of Dower, Homestead, and Distributive Share. If Grantor is an individual, 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.

32. Release. Upon payment in full of all Secured Obligations, Lender shall release this instrument. Grantor shall pay any recordation costs unless Applicable Law provides otherwise.

33. Environmental.

(a) Representations and Warranties. Grantor represents and warrants to Lender that: (i) Grantor has complied and caused the Land to comply with all Environmental Laws, including but not limited to obtaining any necessary Environmental Permits, relating to the Land; (ii) there are no existing, pending, or threatened Environmental Claims against Grantor or the Land; (iii) neither Grantor nor any agent, affiliate, tenant, or partner of Grantor has received any notices of and does not otherwise have any notice of an Environmental Claim regarding the Land nor any other action, proceeding or investigation by any Governmental Authority or third party under any Environmental Laws or Environmental Permits; (iv) any questionnaire, if any, prepared by Grantor and submitted to Lender is true and accurate as of the date of this instrument; (v) the Land does not contain any facility that is subject to reporting under Section 312 of the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11022); (vi) the Land is not listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) in accordance with Section 116 of CERCLA (42 U.S.C. 9616); (vii) to Grantor's knowledge, after due investigation, there are no Hazardous Substances stored, disposed of or otherwise present on the Land other than crop fertilizers and agricultural chemicals in accordance with Applicable Law and the manufacturer's label instructions, other Hazardous Substances in minor quantities as necessary for Grantor's normal business operations located on the Land, or Hazardous Substances in the form of consumer products held for retail sale in sealed containers;

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(viii) Grantor has no knowledge after due investigation of any release of Hazardous Substances on, under, from, or affecting the Land, other than the application of crop fertilizers and agricultural chemicals in accordance with Applicable Law and the manufacturer's label instructions; (ix) except as disclosed to Lender in writing, prior to the date of this agreement, Grantor has no knowledge, after due investigation of any underground storage tanks or landfills located on the Land; and (x) Grantor has provided Lender with all environmental reports and site assessments in the custody or control of Grantor relating to the Land.

(b) Covenants. Grantor covenants and agrees as follows: (i) Grantor shall not use, transport, store, treat, generate, handle or dispose of, or in any manner deal with, and shall ensure that no occupant of the Land uses, transports, stores, treats, generates, handles or disposes of, or in any manner deals with, Hazardous Substances on, in, at, about, or from the Land, except in compliance with all Applicable Laws, including Environmental Laws; (ii) Grantor shall not cause and shall ensure that no occupant of the Land causes the Land to become subject to regulation as a hazardous waste treatment, storage, or disposal facility under Environmental Laws; (iv) Grantor shall comply with, and ensure compliance by all occupants of the Land with, all Environmental Laws, and shall keep the Land free and clear of any liens imposed pursuant to any Environmental Laws; (v) Grantor shall immediately notify Lender if Grantor receives any notice or advice from any Governmental Authority or any source whatsoever of any: (A) release of Hazardous Substances, on, under, from, or affecting the Land, which could require remediation or reporting under Environmental Laws; (B) enforcement action or threat of enforcement action by any Governmental Authority with respect to Hazardous Substances in, on, under, from or affecting the Land, or relating to Grantor's property, activities, or operations generally; (C) Environmental Claim; (D) requirement of Grantor or any occupant of the Land to obtain an Environmental Permit; or (E) requirement of Grantor or any occupant of the Land to obtain a permit or license with respect to exploration, mining, extraction, storage, transportation, processing or sale of coal, oil, gas or any other minerals on or under the Land; (vi) promptly upon receipt, Grantor shall deliver to Lender copies of all notices, orders, or other communications regarding any event described in clauses (v)(A) through (E) above; (vii) except as specifically disclosed to Lender in writing, prior to the date of this instrument, Grantor shall not allow to exist on, under, or about the Land any underground storage tanks; and with respect to such underground storage tanks, previously disclosed to Lender in writing, all such underground storage tanks shall be operated and maintained in accordance with all Environmental Laws; and (viii) upon an Event of Default, then without any notice or further action Lender may in its sole discretion enter the Land to perform or have performed investigation of the Land for the presence of Hazardous Substances. Such investigation may include but is not limited to the conduct of a Phase I and/or Phase II Environmental Report including any surface or subsurface sampling and analysis of soil, groundwater, sediment and/or surface water. Grantor shall cooperate fully with Lender with respect to any such investigation by Lender.

(c) Environmental Reports. If Lender has received information indicating a reasonable possibility of the presence of Hazardous Substances on the Land in violation of Environmental Laws, Grantor shall provide at its sole cost and expense within 20 days after written request by Lender, a report from a qualified engineering firm or other qualified consultant acceptable to Lender with respect to an investigation and audit of the Land as deemed necessary by the consultant to enable the consultant to report that there is no apparent or likely Hazardous Substances on the Land; and Grantor shall, if deemed reasonably necessary to further investigate suspected or likely contamination, provide Lender with supplemental reports by acceptable qualified consultants of the analysis which may include surface and subsurface sampling and analysis of soil, sediment, surface water and/or groundwater from the Land, showing no Hazardous Substances (any such audit, and any supplemental reports, an "**Environmental Report**"). If Grantor does not comply with the requirements of this Section within such 20-day period, or such additional time as Lender shall agree to in writing, or if Lender is not reasonably satisfied with the results of any of the conclusions in the Environmental Report, then Lender may perform or cause to be performed such additional investigations (including surface and subsurface testing of soil, groundwater, surface water and sediment) as Lender deems appropriate. Grantor consents to Lender entering the Land to the extent required to perform and to Lender performing such additional investigations, without the need for further action.

(d) Remedial Work. If any Environmental Cleanup is deemed by Lender to be necessary pursuant to Environmental Laws or with respect to an Environmental Claim, Grantor shall within 30 days after written demand

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for performance thereof by Lender (or such shorter period of time as required under Applicable Law), begin and thereafter complete, all such Remedial Work. All Environmental Cleanup work shall be approved in advance in writing by Lender. All Costs and Expenses related to any Environmental Cleanup, including Costs and Expenses incurred by Lender in connection with monitoring or review of such Environmental Cleanup, shall be paid by Grantor. If Grantor fails to promptly commence or fails to complete such Environmental Cleanup, Lender may, but shall not be required to, cause such Environmental Cleanup to be performed and all Costs and Expenses shall become an Environmental Claim hereunder. If there is an emergency, Grantor shall immediately commence the Environmental Cleanup and thereafter give immediate notice to Lender. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

(e) **INDEMNIFICATION. GRANTOR SHALL DEFEND, INDEMNIFY AND HOLD LENDER PARTIES HARMLESS AGAINST ANY AND ALL LOSSES AND OTHER COSTS AND EXPENSES AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE LENDER PARTIES BASED ON AN ENVIRONMENTAL CLAIM; EXCEPT THAT GRANTOR SHALL HAVE NO OBLIGATION TO A LENDER PARTY UNDER THIS SECTION WITH RESPECT TO LOSSES AND OTHER COSTS AND EXPENSES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A LENDER PARTY AS DETERMINED BY A COURT OF COMPETENT JURISDICTION. IF AND TO THE EXTENT THAT ANY INDEMNITY UNDER THE LOAN DOCUMENTS IN FAVOR OF LENDER PARTIES IS UNENFORCEABLE FOR ANY REASON, GRANTOR SHALL MAKE THE MAXIMUM CONTRIBUTION TO THE PAYMENT AND SATISFACTION THEREOF WHICH IS PERMISSIBLE UNDER APPLICABLE LAW. THIS INDEMNITY SHALL SURVIVE THE REPAYMENT OF THE LOAN AND RELEASE OR RECONVEYANCE OF THIS INSTRUMENT.**

(f) Definitions. For purposes of this instrument:

"**Environmental Claim**" includes, but is not limited to, any claim, demand, action, cause of action, suit, loss, cost, damage, fine, penalty, expense, liability, judgment, proceeding, or injury, whether threatened, sought, brought, or imposed, directly or indirectly related to the Land for a violation of Environmental Law on the Land, any other Environmental Condition with respect to the Land, including an Environmental Cleanup of the Land.

"**Environmental Cleanup**" means any response action, remedial action, or removal action, as defined in Environmental Law.

"**Environmental Condition**" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

"**Environmental Law**" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

"**Environmental Permit**" means any permit, license, approval, or other authorization with respect to any activities, operations, or businesses conducted on, under or in relation to the Land obtained or required in connection with any Environmental Law.

"**Hazardous Substances** means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"**Lender Parties**" means, individually and collectively, Lender, Lender's subsidiaries and affiliates, and all officers, directors, agents, employees, servants, attorneys, and representatives of Lender or any subsidiary or affiliate of Lender.

34. Iowa Specific Terms and Provisions

(a) Lender and Grantor recognize this mortgage as a purchase money mortgage as defined by Iowa

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Code Section 654.12B (2).

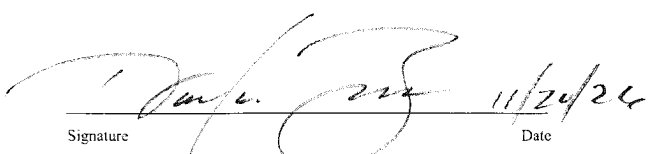
(b) If the Land described herein is less than ten acres in size and if **Lender, at its sole option,** waives in any foreclosure proceeding, any right to a deficiency judgment against Grantor, then the period of redemption from judicial sale will be reduced to six months. If the court finds that the Land has been abandoned by Grantor and if **Lender, at its sole option,** waives any right to a deficiency judgment against Grantor, then the period of redemption from judicial sale will be reduced to sixty days. In addition, if the Land is the residence of Grantor at the time of foreclosure, but the court finds that after foreclosure the Land has ceased to be the residence of Grantor, then the period of redemption will be reduced to thirty days from the date of a court order so stating. The provisions of this paragraph will be construed to confirm to the provisions of Sections 628.26, 628.27, and 628.28 of the Code of Iowa.

HOMESTEAD EXEMPTION WAIVER

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 mortgage, I voluntarily give up my right to this protection for this property with respect to claims based on this mortgage.

(Each individual must sign below and each individual must enter the date signed.)
(For mortgages with a revocable trust as mortgagor: In addition to the authorized trustee(s), any individual grantor/settlor/trustor and his/her spouse, must individually execute the mortgage and homestead waiver.)

Chickenfoot Holdings, LLC, an Iowa limited liability company



Signature 11/24/24 Date

David A. Brown, Manager

35. **Entire Agreement.** The Note, this instrument and the other Loan Documents, individually and collectively: (a) represent the sum of the understandings and agreements between the parties thereto concerning the

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Loan; (b) replace any prior oral or written agreements between the parties thereto concerning the Loan; and (c) are intended by the parties thereto as the final, complete and exclusive statement of the terms agreed to by them.

36. **Counterpart Execution.** This instrument and the other Loan Documents may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument.

37. **Waiver of Trial by Jury.**

GRANTOR BY EXECUTION AND DELIVERY OF THIS INSTRUMENT TO LENDER, AND LENDER, BY ACCEPTANCE OF THIS INSTRUMENT, 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 CLAIM, CAUSE OF ACTION, ACTION, DISPUTE OR CONTROVERSY BETWEEN OR AMONG THE PARTIES TO THIS INSTRUMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, THAT ARISES OUT OF OR RELATES TO: (A) THIS INSTRUMENT; OR (B) ANY OBLIGATION, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CLAIM"); AND, (2) WAIVES 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 LENDER ACCEPTING THIS INSTRUMENT.

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The undersigned Grantor is signing this instrument as of the date first written above.

GRANTOR:

Chickenfoot Holdings, LLC, an Iowa limited liability company

Signature 11/20/26 Date

David A. Brown, Manager

Mailing address:
1922 Ingersoll Avenue
Des Moines, IA 50309

[Sign Originals Only]

STATE OF IOWA
COUNTY OF Iowa

Before me, the undersigned authority, on this day personally appeared
David Brown
, known or proved to me according to law to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they voluntarily executed the same for the purposes of consideration therein expressed, and in the capacity stated.

Given under my hand and seal this 20th day of November, 2026.

Notary, State of Iowa

Printed Name: Eric Bohnenkamp
My Commission Expires: 9/27/28

NOTARIAL SEAL IOWA
ERIC BOHNENKAMP
Commission Number 842585
My Commission Expires
September 27, 2028

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EXHIBIT A

Description of Land

Parcel "E" located in the Southeast Quarter (¼) and in the Southwest Quarter (¼) of the Northeast Quarter (¼) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, and in Government Lots Three (3) and Four (4) of Section Eighteen (18), in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 101.143 acres, as shown in Amended Plat of Survey filed in Book 2024, Page 1915 on August 9, 2024, in the Office of the Recorder of Madison County, Iowa.

AND

Parcel "F" located in the South Half (½) of the Northeast Quarter (¼) and the Northeast Quarter (¼) of the Southeast Quarter (¼) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, and in the West Half (½) of Government Lot Three (3) of Section Eighteen (18), in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 96.903 acres, as shown in Plat of Survey filed in Book 2024, Page 2516 on October 14, 2024, in the Office of the Recorder of Madison County, Iowa.

Parcel "D" located in the Southeast Quarter (¼) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 51.857 acres, as shown in Plat of Survey filed in Book 2023, Page 2563 on October 19, 2023, in the Office of the Recorder of Madison County, Iowa.

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