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MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS (WINTERSET)

Recorder's Cover Sheet

Preparer Information:

Hardin G. Halsey, Esq.

Womble Carlyle Sandridge & Rice, PLLC

One West Fourth Street Winston-Salem, NC 27101

(336) 721-3511

Taxpayer Information: Rose Acre Farms, Inc.

Return Address:

6874 North Base Road Seymour, Indiana 47274

Grantors:

Rose Acre Farms, Inc.

Grantees:

Metropolitan Life Insurance Company

Legal Description:

See Exhibit A

Document or instrument number if applicable: Book 2005, Page 2785

# MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS (WINTERSET)

THIS MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS (WINTERSET)(" Modification" or "Agreement"), is made as of the 29 day of September, 2008, by and between ROSE ACRE FARMS, INC., an Indiana corporation ("Grantor" or "Borrower"), and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Lender").

#### WITNESSETH:

### WHEREAS,

A. Lender made a certain loan to Borrower in the original maximum principal amount of up to Fifty Million and No/100 Dollars (\$50,000,000.00) which maximum principal amount subsequently was reduced, by letter agreement dated October 17, 2006, to Forty-Five Million and No/100 Dollars (\$45,000,000.00) ("2005 Loan"), which 2005 Loan is evidenced and or secured by the following documents and/or instruments (hereinafter collectively referred to as the "2005 Loan Documents"):

### lowa Security Documents (collectively, as amended, the "Iowa Security Documents")

- (i) Mortgage and Security Agreement dated June 20, 2005 executed by Rose Acre Farms, Inc. to Metropolitan Life Insurance Company, recorded with the Madison County, Iowa Recorder, in Book 2005, Page 2785, as amended encumbering the real property described in Exhibit "A", attached hereto and incorporated herein by this reference, together with all equipment, buildings and improvements and certain other tangible and intangible personal property located thereon or related thereto (as amended, the "Winterset Mortgage");
- (ii) Assignment of Rents and Leases dated June 20, 2005 executed by Rose Acre Farms, Inc. to Metropolitan Life Insurance Company, recorded with the Madison County, Iowa Recorder, in Book 2005, Page 2786, as amended (as amended, the "Winterset Assignment of Rents");
- (iii) Mortgage and Security Agreement dated June 20, 2005 executed by Rose Acre Farms, Inc. to Metropolitan Life Insurance Company, recorded with the Guthrie County, Iowa Recorder, in Book 2005, Page 1846, as amended (as amended, the "Guthrie Center Mortgage");
- (iv) Assignment of Rents and Leases dated June 20, 2005 executed by Rose Acre Farms, Inc. to Metropolitan Life Insurance Company, recorded with the Guthrie County, Iowa Recorder, in Book 2005, Page 1847, as amended (as amended, the "Guthrie Center Assignment of Rents").

## North Carolina Security Documents (collectively, as amended, the "North Carolina Security Documents")

(v) Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated June 20, 2005 executed by Rose Acre Farms, Inc., as Grantor, to The Fidelity Company, Trustee, for the benefit of Metropolitan Life Insurance Company and recorded in the Office of the Register of Deeds of Hyde County, North Carolina, in Book 211, at Page 247, as amended (as amended, the "Deed of Trust" or "North Carolina Deed of Trust");

- (vi) Assignment of Rents and Leases dated June 20, 2005 executed by Rose Acre Farms, Inc. to Metropolitan Life Insurance Company and recorded in the Office of the Register of Deeds of Hyde County, North Carolina, in Book 211, at Page 281, as amended (as amended, the "Assignment of Rents" or "North Carolina Assignment of Rents");
- (vii) Supplemental Deed of Trust and Modification of Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement and Related Loan Documents dated October 17, 2006 by and among Rose Acre Farms, Inc., The Fidelity Company, Trustee, and Metropolitan Life Insurance Company, and recorded in Book 222, Page 631, Hyde County, North Carolina Registry (the "First Supplemental Deed of Trust");

## General Loan Documents (collectively, as amended, the "General 2005 Loan Documents")

- (viii) Loan Agreement dated as of June 20, 2005 between Rose Acre Farms, Inc. and Metropolitan Life Insurance Company, as amended (as amended, the "2005 Loan Agreement");
- (ix) Construction Disbursement Agreement dated June 20, 2005 between Rose Acre Farms, Inc. and Metropolitan Life Insurance Company, as amended (as amended, the "2005 Construction Disbursement Agreement");
- Acre Farms, Inc. to the order of Metropolitan Life Insurance Company in the principal amount of up to \$50,000,000.00, as amended (as amended, the "2005 Note");
- (xi) Security Agreement dated June 20, 2005 between Rose Acre Farms, Inc. and Metropolitan Life Insurance Company, as amended (as amended, the "Security Agreement");
- (xii) Assignment of Permits and Licenses dated June 20, 2005 executed by Rose Acre Farms, Inc. and Metropolitan Life Insurance Company, as amended (as amended, the "2005 Assignment of Permits");
- (xiii) Assignment of Waste Disposal Agreements dated June 20, 2005 executed by Rose Acre Farms, Inc. for the benefit of Metropolitan Life Insurance Company, as amended (as amended, the "Assignment of Waste Disposal Agreements");
- (xiv) Unsecured Indemnity Agreement dated June 20, 2005 executed by Rose Acre Farms, Inc. in favor of Metropolitan Life Insurance Company, as amended (as amended, the "Unsecured Indemnity Agreement");
- (xv) Borrower's Affidavit dated June 20, 2005 executed by Rose Acre Farms, Inc. for the benefit of Metropolitan Life Insurance Company, as amended (as amended, the "2005 Borrower's Affidavit");
- (xvi) Supplemental Borrower's Affidavit dated October 17, 2006 executed by Rose Acre Farms, Inc. in favor of Metropolitan Life Insurance Company, as amended (as amended, the "2006 Borrower's Affidavit");
- (xvii) Letter Agreement dated October 17, 2006 between Rose Acre Farms, Inc. and Metropolitan Life Insurance Company, modifying certain terms of the 2005 Loan Documents;

- B. The land located in North Carolina and described in the North Carolina Deed of Trust, as amended, the First Supplemental Deed of Trust, the North Carolina Assignment and the other 2005 Loan Documents, as applicable, is sometimes referred to herein as the "North Carolina Land". The Borrower is in the process of constructing certain additional improvements upon the North Carolina Land. The Borrower has requested that Lender make an additional loan of up to \$15,000,000.00 for construction of additional improvements on the North Carolina Land and the Lender has agreed to make such additional loan to Borrower, subject to the terms of the Additional 2008 Loan Documents as hereinafter described.
- C. The Borrower has requested that the Lender amend and modify the 2005 Loan Documents to secure the Additional 2008 Loan Documents and otherwise amend the 2005 Loan Documents in certain respects.
- D. The parties have executed the following additional loan documents in order to implement the modifications described above (the "Additional 2008 Loan Documents"):
- (i) Adjustable Rate Secured Promissory Note dated of even date herewith in the original principal amount of \$15,000,000.00 executed by Rose Acre Farms, Inc. to the order of Metropolitan Life Insurance Company (as amended from time to time, the "Additional 2008 Note");
- (ii) Construction Disbursement Agreement dated of even date herewith by and between Metropolitan Life Insurance Company and Rose Acre Farms, Inc. (as amended from time to time, the "Additional 2008 Construction Disbursement Agreement");
- (iii) Loan Agreement dated of even date herewith by and among Rose Acre Farms, Inc. and Metropolitan Life Insurance Company (as amended from time to time, the "Additional 2008 Loan Agreement");
- (iv) Supplemental Borrower's Affidavit dated of even date herewith executed by Rose Acre Farms, Inc. in favor of Metropolitan Life Insurance Company (as amended from time to time, the "Additional 2008 Supplemental Borrower's Affidavit");
- (v) Assignment of Permits and Licenses dated of even date herewith by and among Rose Acre Farms, Inc. and Metropolitan Life Insurance Company (as amended from time to time, the "Additional 2008 Assignment of Permits and Licenses");
- (vi) Second Supplemental Deed of Trust and Modification of Security Documents and Related Loan Documents dated of even date herewith by and among Rose Acre Farms, Inc., The Fidelity Company, Trustee, and Metropolitan Life Insurance Company (as amended from time to time, the "Second Supplemental Deed of Trust");
- (vii) Modification of Mortgage and Other Security Documents (Guthrie Center) of even date herewith by and among Rose Acre Farms, Inc. and Metropolitan Life Insurance Company to be recorded in Guthrie County, Iowa (collectively, "Modification of Mortgage and Other Security Documents (Guthrie Center)");
- (viii) This Modification of Mortgage and Other Security Documents (Winterset) of even date herewith by and among Rose Acre Farms, Inc. and Metropolitan Life Insurance Company to be recorded in Madison County, Iowa (collectively, "Modification of Mortgage and Other Security Documents (Winterset)");

- E. The Borrower and Lender now desire to modify and amend the provisions of certain of the 2005 Loan Documents in the manner hereinafter set forth, it being specifically understood that except as herein modified and amended, the terms and provisions of such documents shall remain unchanged and continue in full force and effect as therein written.
- F. The outstanding principal balance of the 2005 Loan on the date hereof is \$40,875,000.00.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Preamble</u>. The preambles to this Modification are fully incorporated herein by this reference thereto with the same force and effect as if fully restated.
- 2. <u>Definitions</u>. To the extent not otherwise defined herein to the contrary, all terms and phrases used in this Modification shall have the respective meanings ascribed to them in the 2005 Loan Documents and/or the Additional 2008 Loan Documents, as the case may be.
  - 3. <u>Winterset Mortgage</u>. The Winterset Mortgage is hereby amended as follows:
- (a) Recitals. The preamble (recitals) of the Winterset Mortgage are hereby modified, amended and restated to read as follows:

"WHEREAS, Borrower is justly indebted to Lender as evidenced by a certain Adjustable Rate Secured Promissory Note dated June 20, 2005 in the original face principal amount of \$50,000,000.00 which has a present outstanding principal balance of \$40,875,000.00, the final payment of which is due on the first day of January, 2020, executed by Borrower and delivered to Lender (which note, together with all notes issued in substitution or exchange therefor, as any of the foregoing may be amended, extended, modified or supplemented from time to time hereafter, is hereinafter called the "2005 Note") and as evidenced by a certain Loan Agreement and separate Construction Disbursement Agreement, each respectively, dated June 20, 2005 (herein, individually and collectively, as amended, modified or supplemented from time to time, the "2005 Loan Agreement"); and

WHEREAS, Borrower is justly indebted to Lender in the principal sum of Fifteen Million and 00/100 Dollars (\$15,000,000.00) or so much thereof as shall be advanced from time to time and remains outstanding, as evidenced by a certain Adjustable Rate Secured Promissory Note dated of even date with this Modification of Mortgage, the final payment of which is due on the first day of January, 2020, executed by Borrower and delivered to Lender (which note, together with all notes issued in substitution or exchange therefor, as any of the foregoing may be amended, extended, modified or supplemented from time to time hereafter, is hereinafter called the "Additional 2008 Note") and as evidenced by a certain Loan Agreement and separate Construction Disbursement Agreement, each respectively, dated of even date with this Modification of Mortgage (herein, individually and collectively, as amended, modified or supplemented from time to time, the "Additional 2008 Loan Agreement"); and

WHEREAS, (i) the 2005 Note and the Additional 2008 Note, together with all notes issued in substitution or exchange therefor, and as any of the foregoing may be amended, extended, modified or supplemented from time to time, are hereinafter collectively referred to as the "Note" or "Notes"; and (ii) the 2005 Loan Agreement and the Additional 2008 Loan Agreement, together with all agreements issued in substitution or exchange therefor, and as any of the foregoing may be amended, extended, modified or supplemented from time to time, are hereinafter collectively referred to as the "Loan Agreement" or "Loan Agreements"; and

WHEREAS, the Note and Loan Agreement are also secured and evidenced by a Deed of Trust, Assignment of Rents, Security Agreement, and Financing Statement dated June 20, 2005, and related financing statements, relating to certain real property and associated personalty located in or near Ponzer, Hyde County, North Carolina (as amended from time to time, the "Ponzer Deed of Trust"), and as evidenced by a Mortgage and Security Agreement dated June 20, 2005, and related financing statements, relating to certain real property and associated personalty located in or near Guthrie Center, Iowa (as amended from time to time, the "Guthrie Center Mortgage", and together with the Ponzer Deed of Trust, as amended, modified or supplemented from time to time, the "Other Mortgages") and as evidenced by a certain Security Agreement dated June 20, 2005 and related financing statements (as amended, modified or supplemented from time to time, the "Security Agreement") and as evidenced by three certain Assignments of Rents and Leases dated June 20, 2005 and recorded contemporaneously herewith (as amended, modified or supplemented from time to time, the "Assignments"), and as evidenced by a certain Assignment of Permits and Licenses dated June 20, 2005 and an additional one dated of even date with the Additional 2008 Note (as amended, modified or supplemented from time to time, the "Assignment of Permits and Licenses"), all as amended by the Security Document Modification Agreements described below and as evidenced by certain other documents and instruments dated on or about the date hereof; and

WHEREAS, the Other Mortgages, this Mortgage, the Security Agreement, the Assignments and certain other instruments have all been modified by the following described modification instruments (collectively, the "Security Document Modification Agreements"):

- (a) Modification of Mortgage and Other Security Documents (Guthrie Center) dated of even date with this Modification of Mortgage, by and among Rose Acre Farms, Inc. and Metropolitan Life Insurance Company to be recorded in Guthrie County, Iowa (collectively, "Modification of Mortgage and Other Security Documents (Guthrie Center)");
- (b) This Modification of Mortgage and Other Security Documents (Winterset), by and among Rose Acre Farms, Inc. and Metropolitan Life Insurance Company to be recorded in Madison County, Iowa (collectively, "Modification of Mortgage and Other Security Documents (Winterset)");
- (c) Supplemental Deed of Trust and Modification of Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement and Related Loan Documents dated October 17, 2006 by and among Rose Acre Farms, Inc. and

Metropolitan Life Insurance Company and filed in Hyde County, North Carolina, in Book 222, Page 631 (the "First Supplemental Deed of Trust"); and

(d) Second Supplemental Deed of Trust and Modification of Security Documents (North Carolina) dated of even date with this Modification of Mortgage, by and among Rose Acre Farms, Inc., The Fidelity Company, Trustee, and Metropolitan Life Insurance Company and to be recorded in the Office of the Register of Deeds of Hyde County, North Carolina (the "Second Supplemental Deed of Trust and Modification of Security Documents (North Carolina)"); and

WHEREAS, Borrower is desirous of securing the prompt payment of the Notes, together with interest and premium, if any, thereon and late charges, if any, due thereunder, in accordance with the terms of the Notes and the Loan Agreements, and any additional indebtedness accruing to Lender on account of any future advances up to the maximum amount of \$55,875,000.00, and payments or expenditures made by Lender pursuant to the Notes, the Loan Agreements, the Other Mortgages, the Security Agreement, the Assignments, the Assignment of Permits and Licenses, this Mortgage and such other documents and instruments, all hereinafter sometimes collectively called the "indebtedness secured hereby";

ALL PARTIES ARE HEREBY PUT ON NOTICE THAT THE INTEREST RATE ON THE INDEBTEDNESS SECURED HEREBY IS SUBJECT TO ADJUSTMENT WITHOUT ANY REQUIREMENT OF FILING ANY MODIFICATION OR AMENDMENT OF THIS MORTGAGE, AND THIS MORTGAGE SHALL CONTINUE TO SECURE SUCH INTEREST, AS ADJUSTED, AS PART OF THE SECURED INDEBTEDNESS WITH PRIORITY AS OF THE DATE OF THE INITIAL RECORDING OF THIS MORTGAGE."

(b) The paragraph appearing on page 5 of the Winterset Mortgage captioned "This Mortgage is Given to Secure", is hereby amended and restated to read as follows:

"THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the indebtedness secured hereby and any and all additional advances made by Lender to protect or preserve the Mortgaged Property, (b) performance of each and every one of the covenants, conditions and agreements contained in this Mortgage, in the Note, in the Loan Agreement, in the Other Mortgages, in the Assignments, in the Assignment of Permits and Licenses and in the Security Agreement and all amendments, renewals, extensions, modifications or supplements thereto, and in any other agreement, document or instrument to which reference is expressly made in this Mortgage or which secures the Note, and (c) any and all future advances as may be made by Lender up to the maximum amount of \$55,875,000,00."

- (c) <u>Priority of Advances</u>. Section 1.18 of the Winterset Mortgage captioned "Priority of Advances" is hereby amended and restated to read as follows:
  - "1.18 Priority of Advances. NOTICE: This Mortgage secures credit in the amount of \$55,875,000.00. Loans and advances up to this amount, together with interest and all other amounts secured hereby, are senior to indebtedness to other creditors under subsequently recorded or filed deeds of trust, mortgages and liens."

4. <u>Assignment of Rents</u>. The first two paragraphs of the Winterset Assignment of Rents are amended and restated to read as follows:

"FOR VALUE RECEIVED, the undersigned, ROSE ACRE FARMS, INC., an Indiana corporation ("Assignor"), hereby absolutely GRANTS, ASSIGNS, TRANSFERS and SETS OVER unto METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, its successors and assigns ("Assignee"), (a) all of the rents, issues, profits and income whatsoever arising from or which may be had under any leases or tenancies (the "Leases") now existing or which may be hereafter created (and under any extensions or renewals thereof) on all or any part of the real estate described in Schedule "A" attached hereto and by this reference made a part hereof, and the buildings and improvements now or hereafter located thereon, said real estate, buildings and improvements being hereinafter together called the "premises", (b) all right, title and interest of Assignor in and to all Leases, and (c) all guaranties, amendments, replacements, extensions, and renewals of the Leases and any of them. This assignment is an absolute assignment, not merely the passing of a security interest, which is given in consideration of the indebtedness of Assignor to Assignee and the obligations of Assignor under the Mortgage Documents (as hereinafter defined), which obligations of Assignor include, but are not limited to, (i) the payment of the indebtedness secured by the Mortgage and Security Agreement dated June 20, 2005 executed by Assignor for the benefit of Assignee and recorded contemporaneously herewith (said document as the same may be amended and modified from time to time hereafter, is herein called the "Mortgage"), including, without limitation, the indebtedness now or hereafter evidenced by the Note (as defined in the Mortgage) in the aggregate principal amount of \$55,875,000.00 (comprised of the unpaid principal balance of the 2005 Note in the amount of \$40,875,000.00 and the Additional 2008 Note in the amount of \$15,000,000.00), and the Loan Agreement (as defined in the Mortgage), and (ii) the performance of all the covenants, warranties, representations, terms and conditions of the Note, the Mortgage, a Deed of Trust, Assignment of Rents, Security Agreement, and Financing Statement dated June 20, 2005 relating to certain property of the Assignor located in or near Ponzer, Hyde County, North Carolina (as amended from time to time. the "Ponzer Deed of Trust"), a Mortgage and Security Agreement dated June 20, 2005 relating to certain property of the Assignor located in or near Guthrie Center, Iowa (as amended from time to time, the "Guthrie Center Mortgage" and, together with the Ponzer Deed of Trust, as amended from time to time, the "Other Mortgages"), the Loan Agreement, a separate Security Agreement as amended from time to time, two separate Assignments of Rents and Leases relating to the Other Mortgages (as amended from time to time, the "Other Assignments of Rents and Leases"), an Assignment of Permits and Licenses as amended from time to time, this document, and all other documents and instruments evidencing, securing or relating to said indebtedness, all as amended by the "Security Document Modification Agreements" (as defined in the Mortgage);

As used hereinafter, the term "Mortgage Documents" shall mean the Note, the Mortgage, the Other Mortgages, the Loan Agreement, the separate Security Agreement, the Other Assignments of Rents and Leases, the Assignment of Permits and Licenses, this document, and each other document and instrument evidencing, securing or relating to the indebtedness evidenced by the Note, as each of the foregoing may from time to time be amended, modified or supplemented, or any instrument issued in substitution or exchange therefor or for such substituted or exchanged instrument."

- 5. Reaffirmation. Borrower hereby (i) reaffirms the existence and validity of the 2005 Loan evidenced by the 2005 Note and 2005 Loan Documents as amended by this Modification and the Additional 2008 Loan Documents; (ii) acknowledges that such 2005 Loan along with the Additional 2008 Loan shall continue to be secured by the Winterset Mortgage and the other 2005 Loan Documents as amended by this Modification and the Additional 2008 Loan Documents; and (iii) acknowledges, covenants and agrees that the liens of the Winterset Mortgage and other 2005 Loan Documents on the Mortgaged Property as amended hereby, shall continue as duly authorized, validly existing first priority liens and interests in favor of Lender.
- 6. <u>Title Endorsements</u>. Borrower hereby agrees to furnish to Lender, at Borrower's sole cost and expense, satisfactory endorsements of the existing Title Insurance Policies issued to Lender by Chicago Title Insurance Company as required by the Additional 2008 Loan Documents.
- 7. <u>Governing Law.</u> This Modification shall be governed by and construed in accordance with the laws of the State of Iowa.
- 8. <u>Incorporation by Reference</u>. All terms, conditions and representations contained in this Modification shall be incorporated into and made a part of the 2005 Loan Documents and the Additional 2008 Loan Documents, and all terms, conditions and representations set forth in the 2005 Loan Documents and the Additional 2008 Loan Documents shall remain in full force and effect, except as specifically modified by this Modification and the Additional 2008 Loan Documents and are hereby ratified and confirmed as of the date hereof.
- 9. <u>Binding Effect</u>. This Modification shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns.
- 10. <u>Counterparts</u>. This Modification may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have executed and delivered this Agreement under seal as of the day and year first set forth above.

### **BORROWER:**

ROSE ACRE FARMS, INC.

President

By:

Lois M. Rust

-

By:

Ruth Ann Hendrix Secretary and Treasurer

[Affix Corporate Seal]

STATE OF JACKSON )

COUNTY OF JACKSON )

Before me, a Notary Public in and for said County and State, personally appeared Lois M. Rust, by me known and by me known to be the President of Rose Acre Farms, Inc., an Indiana corporation, who acknowledged the execution of said instrument on behalf of said corporation.

WITNESS my hand and Notarial Seal this 29 day of September, 2008.

Notary Public

LINDA STAN

My Commission Expires:

1-23-2016

My County of Residence:

WCSR 3937597

STATE OF ZN	)
COUNTY OF JACKSON	) SS: )

Before me, a Notary Public in and for said County and State, personally appeared Ruth Ann Hendrix, by me known and by me known to be the Secretary and Treasurer of Rose Acre Farms, Inc., an Indiana corporation, who acknowledged the execution of said instrument on behalf of said corporation.

WITNESS my hand and Notarial Seal this 29 day of September, 2008.

Stave Stave Notary Public

LINDA STARP
(Printed Signature)

My Commission Expires:

1-23-2016

My County of Residence:

JACKSON

### LENDER:

METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

By: Jerry A. Hoffman
Its Regional Director

STATE OF Indiana ) SS:
COUNTY OF Wayne ) SS.
Before me, a Notary Public in and for said County and State, personally appeared by A. Hoffman, by me known and by me known to be the Recitor Divitor of Metropolitan Life Insurance Company a New York corporation, who acknowledged the execution of said instrument on behalf of said corporation.
WITNESS my hand and Notarial Scal this Ht day of September, 2008.
Notary Public
PHILIP M. SHIRDEN (Printed Signature)
My Commission Expires:
10/29/2008
My County of Residence:
Wayne

#### **EXHIBIT A**

Legal Description

Winterset

The East half (E1/2) and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Thirty-four (34), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT a parcel of land in the Northeast Quarter of the Southeast Quarter of Section 34, Township 76 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Commencing at the Southeast corner of Section 34, Township 76 North, Range 28 of the 5th P.M., Madison County, Iowa, thence North 90 degrees 00 minutes 00 seconds, 1,918.38 feet along the east line of said Section 34 to the point of beginning. Thence North 90 degrees 00 minutes 00 seconds West 183.00 feet; thence North 90 degrees 00 minutes 00 seconds East 183.0 feet to the East line of said Section 34; thence South 90 degrees 00 minutes 00 seconds 100.00 feet;

MiCA

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