

c. Other Property. herein granted is effective as of the date hereof and not just in the event of default. property where money loaned by Mortgagor is used to pay such lessor. The assignment of rents terms of this instrument are compiled with and fulfill all rights of any holder of a lien on said profits and income therefrom, and all of the crops at any time raised thereon from the date of this agreement until the and other rights there to belonging, or in any way now or hereafter appertaining thereto, and the rents, issues, and all other rights in the land or used in connection with the land; all estates, contingencies or vested, including reversions; all expectations, homesestead and power rights in the land, the right of possession thereof, windows and doors, and all other fixtures located on or used in connection with the land; all storm and screen conditions, fences, trees, shrubs, shades, roads, venetian blinds, awnings, fixtures and apparatus; all gas, steam or electric heating, lighting, plumbing, ventilation, water, and power systems, appliances, refrigeration, air improvements on the land or that may hereafter be erected thereon, whether attached or detached; all gas, steam following:

b. Real Estate & Personal Property. All rights, privileges, easements, appurtenances, buildings, fixtures, and

See exhibit "A"

a. Land. The following described land situated in _____ County, Iowa, to-wit:

2. Mortgaged Property. The property hereby mortgaged (collectively called the Mortgaged Property) includes the successors and assigns hereinafter called Mortgagor.

3. Parties & Grant of Mortgage & Security Interest. For full and valuable consideration, receipt of which is hereby acknowledged _____ Larry D. Nelson and Joni B. Nelson, husband and wife whose address is 2320 Village Lane, St Charles, IA 50240

4. Acknowledged _____ Larry D. Nelson and Joni B. Nelson, husband and wife whose address is 2320 Village Lane, St Charles, IA 50240

5. Corporation organized and existing under the laws of _____ Iowa, having its principal place of business and post office address at _____ PO Box 7780 Des Moines, IA 50322

6. Mortgagor called Mortgagor, hereby sells, conveys, mortgages, and grants a security interest in the property herein described as the Mortgaged Property to _____ Midwest Grocers Credit Union

7. Notice: This Mortgage secures advances up to this amount, _____ loans and advances under subsequent recording of filed mortgages and liens. This Mortgage also secures necessary advances for protection of the security, interest and costs. together with interest, are senior to indebtedness to other creditors under subsequent recording of filed mortgages and liens. This Mortgage secures advances up to this amount, _____ loans and advances under subsequent recording of filed mortgages and liens. This Mortgage also secures necessary advances for protection of the security, interest and costs.

MORTGAGE

NOTICE: This Mortgage secures credit in the amount of \$ 50,000.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequent recording of filed mortgages and liens. This Mortgage also secures advances up to this amount, _____ loans and advances under subsequent recording of filed mortgages and liens. This Mortgage also secures necessary advances for protection of the security, interest and costs.

(Space above this line for Recording Data)

Prepared by and return to: (Name, Address and Phone No.) _____ Midwest Grocers Credit Union
P.O. Box 7780 Des Moines, IA 50322 (515) 278-1994

RECORDED
MAY 11, 1981

2000 MAY -9 AM 10: 01

BOOK 217 PAGE 525

FILED NO. 004181

COMPUTER ✓
RECORDED ✓
FILED ✓
RECEIVED ✓
APR 6 1981
REC'D 25

3. Obligations Secured. This Mortgage secures the following (hereinafter collectively referred to as the "Obligations"):
 a. The payment of the loan made by mortgagee evidenced by a Mortgage Note dated May, 3
2000, In the principal amount of \$50,000.00 with a MATURITY DATE of 5-15-2005, XXXXXXXXXX,
 any renewals, extensions, modifications or refinancing thereof and any rates, issued in substitution therefor; (the
 "Mortgage Note") and

b. Any additional loans and advances for any purpose whatsoever which hereafter may be made under this
 Mortgage by the Mortgagee to the original Mortgagor (or any Mortgagor if more than one) while still record owner of
 the above property, said additional advances to have the same priority and rights as if made at this date; provided,
 however, that said additional loans and advances shall not include Indebtedness incurred in a "consumer credit
 transaction" as defined in the Iowa Consumer Credit Code.

c. Any advances made by the Mortgagee for the purpose of protecting its mortgage and security interest in the
 Mortgaged Property.

This paragraph shall not constitute a commitment to make additional loans in any amount.

Unless applicable law provides otherwise, all payments received by Mortgagee shall be applied first to any
 protective advances made pursuant to Paragraph 3(c) then to late charges and after maturity interest then to interest
 and principal on any additional loans and advances made pursuant to Paragraph 3(b) then to interest and last to
 principal on the note referred to in Paragraph 3(a).

4. Mortgagor's Representations & Warranties. Mortgagor represents and warrants to mortgagee that:

a. The Mortgagor is lawfully seized of the Mortgaged Property in fee simple; that Mortgagor has good right and
 lawful authority to sell and convey the same; that the Mortgaged Property is free from all liens and encumbrances;
 that the Mortgagee shall, and is hereby granted the right to quietly enjoy and possess the same; and Mortgagor
 hereby warrants and covenants to defend the title to the Mortgaged Property against all persons whomsoever.

b. There is not present on, in or under the Mortgaged Property or any improvements thereon any asbestos, urea
 formaldehyde foamed-in-place insulation, polychlorinated biphenyl ("PCBs"), or other hazardous or toxic materials the
 release or disposal of which is regulated by any law, regulation, code or ordinance (all of the foregoing being herein
 called "Hazardous Materials"), and that the Mortgaged Property has not in the past been used, is not presently being
 used, and will not in the future (for so long as the Mortgagor owns the same) be used for the handling, storage,
 transportation or disposal of any Hazardous Materials, that there are no known wells, solid waste disposal sites, or
 underground storage tanks on the Mortgage Property.

5. Mortgagor's Affirmative & Negative Covenants & Agreements. Mortgagor, for itself and its heirs, successors and
 assigns and for the vendees of the Mortgaged Property hereby promises, covenants and agrees:

a. The Mortgagor will pay the principal of and the interest on the Obligations secured hereby at the times and in
 the manner therein provided. The Mortgagor shall pay in case of suit, a reasonable attorney's fee, the expense of
 continuation of abstract, and, in fact, all expenses and attorney's fees incurred by Mortgagee by reason of litigation
 with Mortgagor, his successors, or with third parties to protect the lien of this Mortgage.

b. The Mortgagor will keep the improvements now existing or hereafter erected on the Mortgaged Property,
 insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and
 contingencies in such amounts and for such periods as it may require and will pay promptly, when due, any premiums
 on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and
 renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form
 acceptable to the Mortgagee, provided, however, if the Mortgagee should at any time release the Mortgagor from
 the obligation to deposit with Mortgagee such policies and renewals thereof such release shall not act as a waiver of
 the right to in the future require such deposit. In the event of loss, Mortgagor will give immediate notice by mail to the
 Mortgagee who may make proof of loss if not made promptly by the Mortgagor, and each insurance company
 concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to
 the Mortgagor and the Mortgagee jointly and the insurance proceeds, or any part thereof, may be applied by the
 Mortgagee at its option, either to the reduction of the obligations hereby secured or to the restoration or repair of the
 property damaged. In event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in
 extinguishment of the debt secured hereby, all right, title, and interest of the Mortgagor in and to the proceeds for any
 loss and to any insurance policies then in force shall pass to the purchaser or grantee, regardless of whether or not
 there is a deficiency judgment after foreclosure sale or non-judicial foreclosure.

c. The Mortgagor agrees to pay all and singular the taxes, assessments, levies and encumbrances of every
 nature heretofore or assessed against the Mortgaged Property before they have become delinquent, and if the same
 be not promptly paid before they become delinquent, the Mortgagee or its representative may at any time pay the
 same and the official receipts for monies so paid shall be conclusive proof of the validity and amount of such taxes
 and assessments.

d. If now or hereafter demanded, the Mortgagor agrees to pay to the Mortgagee with each installment
 payment on the Mortgage Note an additional sum to pay taxes, assessments, premiums on insurance policies and
 fund and maintain the maximum cushion permitted by law. The additional payment shall be for the purpose of
 accumulating a fund with which to pay taxes, assessments, premiums on insurance policies and maintain the
 maximum cushion permitted by law.

e. If the taxes are not paid or the insurance not kept in force by Mortgagor, Mortgagee may pay such taxes and
 keep the property insured and recover immediately from Mortgagor the amount so expended. All monies so paid by
 the Mortgagee shall bear interest at the default or after maturity rate provided in the Mortgage Note but not more
 than any applicable interest rate limitation, if any, and shall be included as additional amounts secured by this
 Mortgage.

f. If this Mortgage is released of record, the release thereof shall be filed and recorded at the expense of the
 Mortgagor.

g. The signing of this Mortgage, and the Mortgage Note secured hereby, by the spouse of the owner is not only
 for the purpose of releasing dower or distributive share but also for the indebtedness evidenced by said Mortgage
 Note and secured by this Mortgage, and the Mortgagee expressly relies upon the foregoing as a material and
 necessary representation and covenant by such spouse.

h. If at any time all or any portion of the above described Mortgaged Property shall be taken or damaged by
 condemnation proceedings under the power of eminent domain, all compensation awarded shall be paid directly to
 the Mortgagee and applied on the obligations.

b. Any of Mortgagor's representations or warranties contained in Paragraph 4 hereof shall at any time be untrue.

c. Mortgagor shall default in the due observance of or breach its affirmative and negative covenants and agreements contained in Paragraph 5 hereof or shall default in the due observance of other covenants, conditions or agreements or obligations contained in this Agreement or breached any other covenant, condition or agreement of this Agreement or any other agreement or obligation of Mortgagor made in connection with or in pursuance of the terms of this Agreement, or any amendment to this Agreement or any other agreement or obligation of Mortgagor made in connection with or in pursuance of the terms of this Agreement.

d. Mortgagor shall make an assignment for the benefit of its creditors, or a petition shall be filed by or against Mortgagor under the United States Bankruptcy Code or Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.

10. **Default.** Any of the following shall constitute an event of default hereunder ("Event of Default"):

9. **Fixture Filing.** From the date of its recording, this Mortgagee shall be effective as a financing statement filed as fixture filing and for this purpose the name and address of the Debtor is the name and address of Motigagee set forth herein and the name and address of the Secured Party is the name and address of Motigagee set forth herein, this document covers good which are or are to become fixtures and the above-named Debtor is the record owner of the land.

consent to such communications with the collection of the e-signatures received thereby and nothing else need be done.

for polymer melt of otherwise molten poly(methyl methacrylate) or methyl methacrylate ester polymers.

7. Mortgagor Not Released; Forbearance Not a Waiver. Extension of the time for payment or modification of the sums secured by this Mortgagee to any successor in interest

6. Agricultural Homestead Disclosure. This section must be signed and dated by the borrower(s)/mortgagor(s) in all agricultural transactions. This section must be signed and dated by the borrower(s)/mortgagor(s) in all agricultural transactions. This section must be signed and dated by the borrower(s)/mortgagor(s) in all agricultural transactions. This section must be signed and dated by the borrower(s)/mortgagor(s) in all agricultural transactions.

p. The Mottaggee shall indemnify, defend and hold the Mottaggee harmless from and against all damages to which the Mottaggee may be subjected as a result of such past, present or future extension, use, handling, storage, transportation or disposal of Hazardous Materials, and the existence of wells and underground storage tanks, unless previously delivered by the Mottaggee to the Mottaggee, the Mottaggee, at its sole option, may obtain, at the Mottaggee's expense, a report from a reputable environmental consultant of the Mottaggee's choice as to the presence of such wells, underground storage tanks and Hazardous Materials and as to whether the Mottagged Property has been or is being used for the handling, storage, transportation or disposal of any Hazardous Materials, if the report indicates the presence of wells, underground storage tanks or Hazardous Materials or such past or present use, handling, storage, transportation or disposal of Hazardous Materials, the Mottaggee may require that all violations of law with respect thereto be corrected and/or that the Mottaggee obtain all necessary environmental permits thereafter. The indemnification provided herein shall survive payment in full of the obligations of the Mottaggee prior to transfer all or any part of the Mottagged Property or an interest therein without written consent, excepting (1) the creation of a lien or encumbrance subordinate to this Mottagage; (2) the creation of a purchase money security interest for household appliances; (3) a transfer by devise, descent or separation of law upon the death of joint tenancy; and (4) the grant of any leasehold interest of three years or less not operating to pass to Purchaser.

Note or this Motifgagge unenforcreable according to its terms, Motifgagge at its option may require immediate payment in full of all sums secured by this Motifgagge and may invoke any remedies permitted by this Motifgagge.

o. If enhancement or modification of applicable laws has the effect of rendering any provision of the Motagage
alteration to the Motagged Property without the prior written consent of Motaggee.

n. Moltagor shall take good care of the Moltagor's property; shall keep the building and personal property now or later placed upon the Moltagor's property in good condition and shall repair and replace the same at his own expense.

to make such inspection of the Motifgaged Property by Motifgagor shall be entirely for its benefit and Motifgagor shall in no way rely or claim reliance on the Motifgaged Property by Motifgagor shall be entirely for its benefit and

m, Mortgagor, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purposes of inspecting the Mortgaged Property or any part thereof. Mortgagor shall, however, have no duty

1. Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances, affecting the Mortgagee and the property, and which may from time to time be in force.

K. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the to determine.

1. In the event of the liquidation of a unitary or transnational public authority, the members of the Board shall be entitled to receive payment from time to time as it may from time to time be demanded, then the Mortgagee shall be entitled to receive payment by the Mortgagor in an amount equal to the sum of the interest accrued on the date of filing of the application for recognition of the rate of depreciation of the collateral as defined in the Mortgage Note. The foregoing definition of depreciation is agreed to because of a recognition that the rate of depreciation of the value of the collateral is difficult to calculate by payment of additional security in an amount equal to the sum of the interest accrued from the date of filing of the application for recognition of the rate of depreciation of the collateral as defined in the Mortgage Note.

e. A Judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.

f. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

11. Remedies. If an Event of Default shall occur and, after mailing notice of Right to Cure if required by law, such event of default shall not be cured within the applicable cure time, if any, then Mortgagee may, at its option, without notice exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

- a. Mortgagee may declare all of the debt represented by the Obligations due and payable in full.
- b. Mortgagee may unless prohibited by law foreclose this Mortgage by applicable nonjudicial procedures.
- c. The Mortgagee may exercise all the rights and remedies afforded a secured party under the Iowa Uniform Commercial Code.

d. The Mortgagee may foreclose this Mortgage by judicial proceedings in accordance with the laws of the State of Iowa.

e. Mortgagee either before commencement of suit, or at any time thereafter, shall be entitled to the possession of the Mortgaged Property, and shall also be entitled to the appointment of a Receiver, who shall have the power and is hereby granted absolute authority to take and hold possession of all of the Mortgaged Property, to rent the same, and to collect the rents and profits therefrom for the benefit of Mortgagee, and such Receiver shall be appointed upon the application of Mortgagee by the court in which such action shall be brought, or by any judge of said court, at any time after the default of the Mortgagor in any of the provisions hereof, either independently of or in connection with the commencement of foreclosure, or when suit is begun, or at any time thereafter, and such rights shall in no event be barred, forfeited or retarded by reason for delay, or of a judgment, decree, or sale ordered in any suit; and, further, such right to have such Receiver appointed upon application of said Mortgagee shall exist regardless of the solvency or insolvency of the Mortgagor or any of them, and irrespective of the value of said premises, or of the rents and profits thereof; and such taking of possession by the Receiver shall in no way retard collection, or the institution of suit, and Receiver shall be held to account only for the net profits derived from said property.

12. Shortened Redemption Period. Mortgagor hereby agrees that in the event of judicial foreclosure of this Mortgage, the Mortgagee may, at its sole option, elect:

- a. Pursuant to Iowa Code §628.26 to reduce the period of redemption after sale on foreclosure to six months, or
- b. Pursuant to Iowa Code §628.27 to reduce the period of redemption after sale on foreclosure to sixty days, or
- c. Pursuant to Iowa Code §628.28 or any other Iowa Code Section to reduce the period of redemption after sale on foreclosure to such time as may be then applicable and provided by law, or
- d. Pursuant to Iowa Code §654.20 to foreclose without redemption.

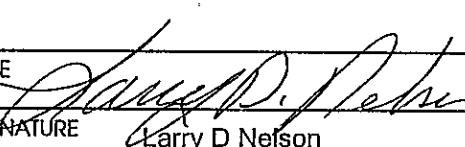
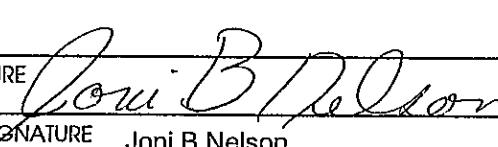
13. Mortgage Amendments. If one or more amendments are executed by Mortgagor and attached hereto, the provisions of each amendment shall be incorporated into and shall amend, override and supplement the provisions of this Mortgage and shall control if they are in any way in conflict with this Mortgage.

(Check applicable box(es))

- Condominium mortgage amendment
 Commercial mortgage amendment
 Agricultural mortgage amendment
 Other _____

IN WITNESS WHEREOF, this Mortgage has been signed and delivered by the persons denoted herein as Mortgagor. Borrower acknowledges receipt of a copy of this Mortgage.

Dated this 3rd day of May , 2000 at Des Moines , Iowa.

SIGNATURE 	SIGNATURE 
TYPED SIGNATURE Larry D Nelson	TYPED SIGNATURE Joni B Nelson

(Space below this line for acknowledgement) _____

STATE OF IOWA)

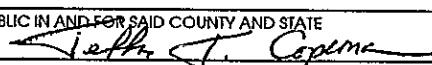
COUNTY OF POLK) SS.

On this 3rd day of May , 2000 , before me, the undersigned, a Notary Public in and for said county in said state, personally appeared Larry D Nelson and Joni B Nelson , to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



JEFFREY J. COPEMAN
MY COMMISSION EXPIRES
1-24-2003

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE



(Space below this line Reserved for Lender and Recorder) _____

A parcel of land located in the East Half (1/2) of the Northeast Quarter (1/4) of Section Ten (10), in Township Seventy-five (75) North, Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Ten (10), in Township Seventy-five (75) North, Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa, more particularly described as follows: Beginning at the centerline, South 28°28'05" East 792.09 feet, thence South 74° 59'39" East 216.40 feet, thence South 09°04'09" West 233.53 feet, thence South 34°29'25" West 265.28 feet, thence South 02°44'04" West 244.13 feet, thence South 63°08'19" West 453.83 feet, thence North 00°24'36" East 1650.27 feet to the Point of Beginning, said parcel of land contains 12.524 acres, including 0.600 acres of county road right of way,

Exhibit A