

FILED NO. 755

BOOK 155 PAGE 545

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Fee \$190.00

REA Project Designation:

IOWA 84-AA8 HAMILTON

SUPPLEMENT TO
CONSOLIDATED MORTGAGE
AND
SECURITY AGREEMENT

COMPARED

Made By and Among

CORN BELT POWER COOPERATIVE,

Mortgagor,

and

UNITED STATES OF AMERICA,

and

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION

Mortgagees.

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY
THE TYPES OF PROPERTY COVERED BY THIS INSTRUMENT ARE DESCRIBED ON PAGES 3-5
AFTER-ACQUIRED PROPERTY IS COVERED BY THIS INSTRUMENT
PROCEEDS AND PRODUCTS OF COLLATERAL ARE COVERED BY THIS INSTRUMENT
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS INSTRUMENT
THE SIGNATURES OF THE PARTIES TO THIS INSTRUMENT ARE ON PAGES 11-12
THIS DOCUMENT WAS DRAFTED BY THE OFFICE OF THE GENERAL COUNSEL,
UNITED STATES DEPARTMENT OF AGRICULTURE, WASHINGTON, D.C., 20250-1400

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF UP TO \$500,000,000.
LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO
INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED AND FILED
MORTGAGES OR LIENS.

No. 30

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SUPPLEMENT, dated as of August 31, 1992, to CONSOLIDATED MORTGAGE AND SECURITY AGREEMENT, dated as of August 28, 1984, made by and among CORN BELT POWER COOPERATIVE, a corporation existing under the laws of the State of Iowa, as Mortgagor, and the UNITED STATES OF AMERICA, acting through the Administrator of the Rural Electrification Administration ("REA"), and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION ("CFC"), a corporation existing under the laws of the District of Columbia (the Government and CFC being hereinafter sometimes collectively called the "Mortgagees").

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed and has delivered to the Government, or has assumed the payment of, certain mortgage notes, in installments, of which certain mortgage notes (hereinafter collectively called the "Outstanding REA Notes") identified in Appendix A hereto are now outstanding and held by the Government; and

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to CFC, or has assumed the payment of, certain mortgage notes, all payable to the order of CFC, in installments, of which the certain mortgage notes (hereinafter called the "Outstanding CFC Class A Notes") identified in Appendix A hereto are now outstanding; and

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to CFC, or has assumed the payment of, certain mortgage notes, all payable to the order of CFC, in installments, of which the certain mortgage notes (hereinafter called the "Outstanding CFC Class B Notes") identified in Appendix A hereto are now outstanding (the Outstanding REA Notes, the Outstanding CFC Class A Notes, and the Outstanding CFC Class B Notes being hereinafter collectively called the "Outstanding Notes"); and

WHEREAS, the Outstanding Notes are secured by the security instrument (hereinafter called the "Mortgage") made by the Mortgagor to the Government and CFC and identified in Appendix A hereto; and

WHEREAS, the Mortgagor has determined to borrow funds from the Federal Financing Bank (hereinafter called the "Guaranteed Lender") and has accordingly duly authorized, executed and delivered its mortgage note or notes (identified in Appendix A hereto and hereinafter collectively called the "Current REA Guaranteed Note") to be secured by the Mortgage, as amended and supplemented hereby, of the property hereinafter described; and

WHEREAS, the repayment of the Current REA Guaranteed Note by the Mortgagor is guaranteed by the Government, pursuant to the Rural Electrification Act of 1936, as amended (7 U.S.C. 901 et seq.), in accordance with that certain agreement identified in Appendix A hereto as, and hereinafter called, the "Contract of Guarantee", among the Mortgagor, the Government, acting through the Administrator of REA, and the Guaranteed Lender; and

WHEREAS, the Mortgagor has determined to reimburse the Government for certain amounts paid from time to time pursuant to the Contract of Guarantee by the Government, acting through the Administrator of REA, and has accordingly duly authorized, executed and delivered its mortgage note or notes (identified in Appendix A hereto and hereinafter collectively called the "Current REA Reimbursement Note") to be secured by the Mortgage of the property hereinafter described; and

WHEREAS, the instruments referred to in the preceding recitals and the Maximum Debt Limit referred to in Section 3.01 of the Mortgage, as amended and supplemented hereby, are more particularly described in Appendix A hereto; and

WHEREAS, the Mortgagor, the Government and CFC are authorized to enter into this Supplement to Consolidated Mortgage and Security Agreement; and

WHEREAS, it was the intention of the Mortgagor at the time of the execution of the Mortgage (or, if the mortgage consists of more than one instrument, at the time of the earliest instrument thereof) that the property of the Mortgagor of the classes described therein, as being mortgaged or pledged thereby, or intended so to be, property therein described as being mortgaged or pledged, or intended so to be, as security for the Outstanding Notes, and other Notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby; and

WHEREAS, the Mortgage provides that the Mortgagor shall, upon the written demand of the Government or CFC duly authorize, execute, and deliver and record and file all such supplemental mortgages and conveyances as may reasonably be requested by the Government or CFC to effectuate the intention of the Mortgage and to provide for the conveying, mortgaging and pledging of the property of the mortgagor intended to be conveyed, mortgaged or pledged by the Mortgage to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto, or otherwise secured thereby, and the Government and CFC have in writing requested the execution and delivery of this Supplement (hereinafter called "this Supplemental Mortgage") to the Mortgage pursuant to such provision; and

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WHEREAS, it is further intended by the Mortgagor, at the request and with the consent of the Mortgagees, to amend and supplement the Mortgage in the respects hereinafter set forth; and

WHEREAS, all acts, things, and conditions prescribed by law and by the articles of incorporation and bylaws of the Mortgagor have been duly performed and complied with to authorize the execution and delivery hereof and to make the Mortgage, as amended and supplemented hereby, a valid and binding mortgage to secure the Outstanding Notes and other Notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby; and

WHEREAS, to the extent that any of the property described or referred to herein or in the Mortgage is governed by the provisions of the Uniform Commercial Code of any state (hereinafter called the "Uniform Commercial Code"), the parties hereto desire that this Supplemental Mortgage and the Mortgage collectively be regarded as a "security agreement" under the Uniform Commercial Code and that this Supplemental Mortgage be regarded as a "financing statement" for said security agreement under the Uniform Commercial Code.

NOW, THEREFORE, in consideration of the premises and the sum of \$5 in hand paid by the Mortgagees to the Mortgagor, the receipt whereof by the Mortgagor prior to the execution and delivery of this Supplemental Mortgage is hereby acknowledged, this Supplemental Mortgage witnesseth as follows:

1. The Mortgagor has executed and delivered this Supplemental Mortgage and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over, unto the Mortgagees and their respective assigns, all and singular the real and personal property described in the Mortgage as being mortgaged thereby and all and singular the real and personal property of the Mortgagor falling within the classes of property embraced in the description of the "Mortgaged Property" set forth in the Mortgage, including, without limitation, all and singular the real and personal property of said description heretofore or hereafter acquired by or constructed by or on behalf of the Mortgagor, and wheresoever situated, including, without limitation, the electric generating plants and facilities and electric transmission and distribution lines and facilities identified and the real estate specifically described (by reference to deeds or otherwise) in the Mortgage and mortgaged thereby (except such portion, if any, thereof as have been released prior to the execution and delivery of this Supplemental Mortgage), and, including, without limitation, the property described in Appendix B hereto, located in the Counties of Adair,

Audubon, Benton, Black Hawk, Bremer, Buena Vista, Butler, Calhoun, Carroll, Cass, Cherokee, Chickasaw, Clay, Crawford, Dallas, Dickinson, Emmet, Floyd, Franklin, Grundy, Guthrie, Hamilton, Hancock, Hardin, Humboldt, Ida, Kossuth, Linn, Madison, Marshall, O'Brien, Osceola, Palo Alto, Plymouth, Pocahontas, Pottawattamie, Sac, Story, Tama, Webster, Woodbury, Winnebago, Wright, and Worth in the State of Iowa.

AND ALSO including, without limitation:

I

All right, title and interest of the Mortgagor in and to all extensions and improvements of the electric generating plants and facilities and electric transmission and distribution lines and facilities, as provided above, and additions thereto, including all substations, service and connecting lines (both overhead and underground), poles, towers, posts, crossarms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes, fixtures, appliances, generators, dynamos, water turbines, water wheels, boilers, steam turbines, motors, switch boards, switch racks, pipe lines, pollution control equipment, machinery, tools, supplies, switching and other equipment, railroads, microwave systems, caissons, tunnels, and any and all other property of every nature and description, used or acquired for use by the Mortgagor in connection therewith;

II

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Mortgagor for the purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagor of electric transmission or distribution lines, or systems, whether underground or overhead or otherwise, or of any electric generating plant, wherever located;

III

All right, title and interest of the Mortgagor in, to and under any and all licenses, franchises, ordinances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, issued or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition, or operation of electric transmission or distribution lines, or systems, or any electric generating plant or plants, insofar as the same may by law be assigned,

granted, bargained, sold, conveyed, transferred, mortgaged or pledged;

IV

All right, title and interest of the Mortgagor in, to and under any and all contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm, or corporation providing for the purchase, sale or exchange of electric power or energy by the Mortgagor together with any and all other accounts, contract rights and general intangibles (as such terms are defined in the applicable Uniform Commercial Code) heretofore or hereafter acquired by the Mortgagor, including, without limitation, the accounts, contract rights and general intangibles described in Appendix A hereto;

V

Also, all right, title and interest of the Mortgagor in and to all other property, real or personal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Mortgagor and were specifically described herein to the extent only, however, that the subjection of such property to the lien hereof shall not be contrary to law;

Together with all rents, proceeds, income, revenues, profits and benefits at any time derived, received or had from any and all of the above-described property of the Mortgagor.

Provided, however, that except as provided in section 4.13 of the Mortgage, no automobiles, trucks, trailers, tractors or other vehicles (including without limitation aircraft or ships, if any) owned or used by the Mortgagor shall be included in the property mortgaged by the Mortgage and this Supplemental Mortgage.

TO HAVE AND TO HOLD the same forever, for the uses and purposes and upon the terms, conditions, provisos and agreements expressed and declared in the Mortgage, as amended and supplemented hereby.

2. The Outstanding Notes are hereby confirmed as Notes of the Mortgagor entitled to the security of the Mortgage, as amended and supplemented by this Supplemental Mortgage, and of the property by the Mortgage and this Supplemental Mortgage mortgaged and pledged, or intended so to be, equally and ratably with one another and with other Notes of the Mortgagor when and

as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby, without preference, priority or distinction as to interest or principal (except, as otherwise specifically provided in the Mortgage, as amended and supplemented hereby) or as to lien or otherwise, of any one of the Outstanding Notes or such other Notes over any other thereof and irrespective of the date of the execution, delivery or maturity thereof, or of the assignment or negotiation thereof or otherwise.

3. The term "Additional REA Notes", as defined in the Mortgage, shall be amended to include additional notes guaranteed by the Government and additional notes executed and delivered to the Government in connection with the guarantee by the Government. The term "REA Notes", as defined in the Mortgage, shall be amended to include the Current REA Guaranteed Note and the Current REA Reimbursement Note. The term "REA Loan Agreement", as defined in the Mortgage, shall be amended to include the Contract of Guarantee and all other contracts between the Mortgagor and the Government whereby the Government guarantees the repayment by the Mortgagor of a loan or loans made by a third party or parties to the Mortgagor.

4. Section 4.03 of the Mortgage is amended to read in its entirety as follows:

Section 4.03. No Encumbrances on Property; Exceptions for Parity Lien in favor of Another Lender. Except to secure loans made or guaranteed by the Government or made by CFC to the Mortgagor, or to a third party or parties the obligation of which is assumed by the Mortgagor, in each case in the manner specified in Section 3.01 hereof, the Mortgagor will not, without the consent in writing of the Government, charge, assign, pledge, mortgage or otherwise encumber or permit to be encumbered any of its property, real or personal, tangible or intangible, wheresoever located, which at the time is, or at any time may become, subject to the lien of this Mortgage, but in no event contrary to the provisions of Section 4.02 hereof, except that, in the event the Mortgagor shall have duly applied for a loan from another lender or lenders which the Government shall have in writing approved and determined to be financially feasible for the Mortgagor, then the Mortgagor may obtain a commitment for such loan from such other lender or lenders and agree, if the Government consents thereto, to so encumber its property by amending this Mortgage to secure under this Mortgage, in such manner as the Government shall prescribe, the evidence of such loan from such other lender or lenders, and in such event the Mortgagees will consent to and execute and deliver an amendment to this Mortgage, or such other instrument or instruments as may be appropriate, in order to secure such note or notes of such other lender or lenders under this Mortgage and, if necessary in connection therewith, to add to the Mortgagees secured under this

Mortgage one or more additional parties and to make such other amendments and modifications as shall be required in connection therewith; provided that, by such amendment to this Mortgage or otherwise, such other lender or lenders shall receive no greater rights or powers than those granted to CFC; and provided, further, that, any such amendment to this Mortgage and any charge, assignment, pledge, mortgage or other encumbrance incurred pursuant to this Section 4.03 shall comply with the indenture dated as of December 1, 1972, between CFC and Manufactures Hanover Trust Company, as trustee.

5. Section 4.08(a) of the Mortgage is amended to read in its entirety as follows:

SECTION 4.08. Insurance of Mortgaged Property;
Restoration of Damaged Mortgaged Property. (a) The Mortgagor will take out, as the respective risks are incurred, and maintain the following classes and amounts of insurance: (1) fidelity bonds covering each officer and employee of the Mortgagor in not less than the following amounts, based on the estimated annual gross revenues of the Mortgaged Property:

<u>Annual Gross Revenue</u>		<u>Amount of Coverage</u>
Less than	\$ 200,000	\$ 50,000
\$200,001 to	400,000	100,000
400,001 to	600,000	250,000
600,001 to	800,000	300,000
800,001 to	1,000,000	400,000
over	1,000,000	500,000

and each collection agent of the Mortgagor shall be included in such fidelity bonds for not less than \$2,500, or 10% of the highest amount collected annually by any one collection agent, whichever is greater; (2) workers' compensation and employer's liability insurance covering all employees of the Mortgagor, in such amounts as may be required by law, or if the Mortgagor, or any of its employees are not subject to the workers' compensation laws of the state of states in which the Mortgagor conducts its operations, then its workers' compensation policy shall provide voluntary compensation coverage to the same extent as though the Mortgagor and such employees were subject to such laws; and including occupational disease coverage, employer's liability insurance and "additional medical" coverage of not less than \$10,000 in states where full medical coverage is not required by law; (3) public liability and property damage liability insurance, covering ownership liability, and all operations of the Mortgagor, with limits for bodily injury or death of not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate for the policy period, and with limits for property damage of not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate for the policy period; (4) liability insurance on all motor

vehicles, trailers, semitrailers, and aircraft used in the conduct of the Mortgagor's business, whether owned, non-owned or hired by the Mortgagor, with bodily injury limits of not less than \$1,000,000 for each person and \$1,000,000 for each occurrence, and with property damage limits of \$1,000,000 for each occurrence; in connection with aircraft liability, also passenger bodily injury limits of \$1,000,000 per person and \$1,000,000 for each occurrence; (5) comprehensive, or separate fire, theft and windstorm insurance covering loss of or damage to all owned motor vehicles, trailers, and aircraft of the Mortgagor, having a unit value in excess of \$1,000 in an amount not less than the actual cash value of the property insured; (6) fire and extended coverage insurance, designating the Government and CFC as mortgagees in the policy, on each building and its contents, and on any other property of the Mortgagor, other than power lines and other distribution facilities, including, without limitation, property situated in each storage location of materials, supplies, poles and crossarms having a value at any one location in excess of \$5,000, or in excess of 1% of the total plant value, whichever is larger, and in an amount not less than 80% of the current cost to replace the property new, less actual depreciation; and (7) boiler and machinery insurance, designating the Government and CFC as mortgagees in the policy, if the Mortgaged Property includes steam generating facilities, internal combustion, gas turbine or hydro-generating facilities, such boiler and/or machinery insurance being in an amount for each accident not less than the actual current cash value of the property of the Mortgagor and of other adjacent property that could be damaged thereby.

The Mortgagor will also, from time to time, increase or supplement the classes and amounts of insurance specified above to the extent required to conform to the accepted practice of companies of the size and character of the Mortgagor. The Mortgagor will, upon request of any of the Mortgagees, submit to the Mortgagees a schedule of its insurance in effect on the date specified in such request and copies of any policies or contracts relating thereto.

The foregoing insurance coverage shall be obtained by means of bond and policy forms approved by regulatory authorities, including standard REA endorsements and riders used by the insurance industry to provide coverage for REA borrowers. Each policy or other contract for such insurance shall contain an agreement by the insurer that, notwithstanding any rights of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 90 days after written notice to the Mortgagees of cancellation.

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6. Section 4.22 of the Mortgage is amended to read in its entirety as follows:

SECTION 4.22. Limitations on Loans, Investments and Other Obligations. The Mortgagor will not, without the written approval of the Government, hereafter make any loan or advance to, or make any investment in, or purchase or make any commitment to purchase any stock, bonds, notes or other securities of, or guarantee, assume or otherwise become obligated or liable with respect to the obligations of, any person, firm or corporation, except (i) securities or deposits issued, guaranteed or fully insured as to payment by the United States Government or any agency thereof, (ii) Capital Term Certificates or other securities of CFC, (iii) capital credits resulting from the payment for power and energy purchased and actually received from a generating and transmission cooperative of which the Mortgagor is a member, (iv) loans, deposits, advances, investments, securities and obligations which the Mortgagor has, prior to November 1, 1977, committed itself to make, purchase or undertake, as the case may be, and as to which the Mortgagor has given the Mortgagees notice in writing prior to November 1, 1977, and (v) such other loans, deposits, advances, investments and obligations as may from time to time be made, purchased or undertaken by the Mortgagor; provided, however, that the aggregate cost of investments, plus the total unpaid principal amount of loans, deposits, advances and obligations, permitted under this clause (v) shall not, except as permitted by applicable law, at any time exceed 3% of the Total Utility Plant of the Mortgagor.

7. The last sentence of Section 5.05 of the Mortgage is amended to read as follows:

Any proceeds or funds collected by the Government under this Mortgage for the account or benefit of, or which are distributable or attributable to, CFC or any holder of a Note other than an REA Note in no event shall be deemed to be moneys received for the use of the United States of America as contemplated by 31 United States Code Annotated § 3302(b) or 31 United States Code Annotated § 3302(c).

8. The first sentence of Section 7.02 of the Mortgage is amended to read as follows:

Section 7.02. Mortgage to Bind and Benefit Successors and Assigns; CFC May Not Assign Rights without Government Consent. All of the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagor shall bind its successors and assigns, whether so specified or not, and all titles, rights and remedies hereby granted to or conferred upon the Mortgagees shall, subject to the provisions of Section 7.10 hereof, pass to and inure to the

benefit of the successors and assigns of the Mortgagees and shall be deemed to be granted or conferred for the ratable benefit and security of all who shall from time to time be the holders of Notes executed and delivered as herein provided.

9. The address of CFC set forth in Section 7.06 of the Mortgage is amended to read as follows:

National Rural Utilities Cooperative Finance
Corporation
Woodland Park
2201 Cooperative Way
Herndon, Virginia 22071-3025

10. To the extent that any of the property described or referred to herein and in the Mortgage is governed by the provisions of the Uniform Commercial Code, the Mortgage and this Supplemental Mortgage are hereby deemed a "security agreement" under the Uniform Commercial Code, and this Supplemental Mortgage is also hereby declared to be a "financing statement" for said security agreement under the Uniform Commercial Code. The mailing address of the Mortgagor as debtor, and the respective mailing addresses of the Mortgagees as secured parties, are as follows:

As to the Mortgagor: Corn Belt Power Cooperative
 P.O. Box 508
 Humboldt, Iowa 50548

As to the Mortgagees:

CFC:
National Rural Utilities Cooperative
Finance Corporation
Woodland Park
2201 Cooperative Way
Herndon, Virginia 22071-3025

The Government:
Rural Electrification Administration
Washington, D.C. 20250-1500

11. All of the terms, provisions and covenants of the Mortgage, except as expressly modified hereby, shall be and remain in full force and effect.

12. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Supplemental Mortgage shall not affect the validity of the remaining portions hereof.

13. This Supplemental Mortgage may be simultaneously executed in any number of counterparts, and all of said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, CORN BELT POWER COOPERATIVE, P.O. BOX 508, HUMBOLDT, IOWA 50548, the Mortgagor, has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as Mortgagee, has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by the officers thereunto duly authorized, the UNITED STATES OF AMERICA, as Mortgagee, has caused this Supplemental Mortgage to be duly executed in its behalf, all as of the day and year first above written.

CORN BELT POWER COOPERATIVE



By Eugene Drager
President
Eugene Drager

Attest: Paul Robertson
Paul Robertson
Secretary

Executed by the Mortgagor
in the presence of:

Dane M. Arends
Dane M. Arends
Diane F. Wempen
Witnesses
Diane F. Wempen

UNITED STATES OF AMERICA

By James B. Huff, Sr.
Administrator JAMES B. HUFF, SR.
of
Rural Electrification Administration

Executed by United States
of America, Mortgagee,
in the presence of:

Edna Mae Myers EDNA MAE MYERS
Gerard Cunningham GERARD CUNNINGHAM
Witnesses

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION

By Katherine Buhl
for Governor Katherine Buhl



Lawrence Zawalick
Assistant Secretary
Lawrence Zawalick

Executed by National Rural
Utilities Cooperative Finance
Corporation, Mortgagee, in the
presence of:

Diane C. Butler
Diane C. Butler
Julie A. Jones
Witnesses
Julie A. Jones

STATE OF IOWA)
) SS
COUNTY OF HUMBOLDT)

On this 31st day of August, 1992, before me a Notary Public in and for said County, personally appeared Eugene Drager and Paul Robertson to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of CORN BELT POWER COOPERATIVE, a corporation, that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and they acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Patricia L. Hull
Notary Public in the State of Iowa

(Notarial Seal)

My commission expires on the 21st day of June, 1993.

COMMONWEALTH OF VIRGINIA)
) SS
COUNTY OF FAIRFAX)

BEFORE ME, a Notary Public in and for the Commonwealth of Virginia, appeared in person the within named Katherine Buhl, SIGNING FOR Governor of the National Rural Utilities Cooperative Finance Corporation, a corporation, to me personally known, and who stated that she is duly authorized to execute the foregoing instrument for and in the name and behalf of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and further stated and acknowledged that she had executed the foregoing instrument as the free and voluntary act and deed of said corporation for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of July, 1992.



Melissa A. Knapp
Notary Public

(Notarial Seal)
My Commission expires:

Melissa A. Knapp
Notary Public of
Commonwealth of Virginia
My Commission Expires:
October 31, 1994

DISTRICT OF COLUMBIA) SS

BEFORE ME, a Notary Public, in and for the District of Columbia, appeared in person the within named JAMES B. HUFF, SR. , Administrator of the Rural Electrification Administration, to me personally known, and who stated that he is duly authorized to executed the foregoing instrument for and in the name and behalf of the United States of America, and further stated and acknowledged that he had executed the foregoing instrument as the free and voluntary act and deed of the United States of America, for the consideration, uses and purposes therein mentioned and set forth.

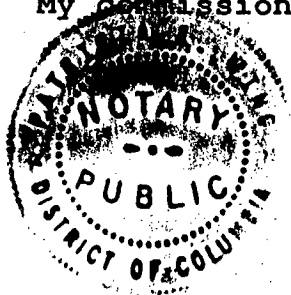
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of July , 1942 .

Patricia S. Wing

Notary Public
Patricia S. Wing

(Notarial Seal)

My commission expires: 11/14/92



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APPENDIX A

A.

1) OUTSTANDING REA NOTES:

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
E#4	Sep. 20, 1958	\$1,000,000	Sep. 20, 1993	2%
E#5	Dec. 30, 1958	3,000,000	Dec. 30, 1993	2%
E#6	July 1, 1959	1,548,000	July 1, 1994	2%
G#1	Jan. 4, 1960	2,225,000	Jan. 4, 1995	2%
G#4	Apr. 9, 1965	742,000	Apr. 9, 2000	2%
H#2	Sep. 29, 1967	1,000,000	Sep. 29, 2002	2%
H#3	Jan. 3, 1969	1,000,000	Jan. 3, 2004	2%
H#4	Jan. 1, 1970	1,000,000	Jan. 1, 2005	2%
K	July 29, 1970	5,000,000	July 29, 2005	2%
H#5	Oct. 1, 1970	1,000,000	Oct. 1, 2005	2%
L#1	Apr. 1, 1971	5,000,000	Apr. 1, 2006	2%
L#2	Jan. 28, 1972	5,000,000	Jan. 28, 2007	2%
L#3	July 28, 1972	5,125,000	July 28, 2007	2%
H#6	Nov. 30, 1972	2,000,000	Nov. 30, 2007	2%
H#7	Feb. 27, 1973	3,000,000	Feb. 27, 2008	2%
H#8	July 27, 1973	2,641,000	July 27, 2008	2%
M4#1	Jan. 25, 1974	2,000,000	Jan. 25, 2009	5%
M4#2	July 1, 1974	2,000,000	July 1, 2009	5%
M4#3	Nov. 8, 1974	2,000,000	Nov. 8, 2009	5%
M4#4	Apr. 1, 1975	2,000,000	Apr. 1, 2010	5%
M4#5	July 30, 1976	2,084,000	July 30, 2011	5%
U4	Apr. 29, 1977	200,000	Apr. 29, 2012	5%
N4	June 29, 1977	2,533,000	June 29, 2012	5%
S4, T4#1	Jan. 31, 1979	1,500,000	Jan. 31, 2014	5%
X4	July 11, 1979	2,500,000	July 11, 2014	5%
S4, T4#2	June 29, 1979	2,000,000	June 29, 2014	5%
W9#1	Nov. 30, 1979	2,000,000	Nov. 30, 2014	5%
P4#1	Aug. 29, 1980	2,000,000	Aug. 29, 2015	5%
P4#2, S4, T4#3	Oct. 31, 1980	2,000,000	Oct. 31, 2015	5%
S4, T4#3	Jan. 29, 1982	3,535,000	Jan. 29, 2017	5%
W9#2	July 29, 1983	1,379,000	Oct. 15, 2021	5%
Z12	Aug. 28, 1984	9,252,000	Aug. 29, 2023	5%

2) OUTSTANDING REA NOTES (made by the Federal Financing Bank and guaranteed by REA):

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Final Payment Date</u>
R8	Mar. 26, 1976	\$13,444,000.00	Thirty-four (34) years from date of last advance
V8	Sep. 27, 1977	21,016,000.00	Thirty-four (34) years from date of last advance
W9	Sep. 28, 1979	10,782,000.00	Thirty-four (34) years from date of last advance
Y8	Aug. 29, 1980	5,087,000.00	Thirty-four (34) years from date of last advance
Z12	Aug. 28, 1984	23,583,000.00	Thirty-four (34) years from date of last advance
TP1	July 2, 1990	26,312,056.62	Thirty-four (34) years from date of last advance

B. CONTRACT OF GUARANTEE:

Note Purchase Commitment and Servicing Agreement between the Federal Financing Bank and the Administrator of the REA dated as of January 1, 1992.

C. CURRENT REA GUARANTEED NOTE:

<u>Principal Amount</u>	<u>Interest Rate (per annum)</u>	<u>Final Payment Date</u>
\$16,939,000	Determined when advanced	December 31, 2014

D. CURRENT REA REIMBURSEMENT NOTE: (Of even date herewith)

<u>Principal Amount</u>	<u>Final Payment Date</u>
Determined when advances made	On demand

E. OUTSTANDING CFC CLASS A NOTES:

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Final Payment Date</u>
Council Bluff (Series 1977)	Dec. 1, 1977	\$1,575,000	30 years from date of note
Salix (Series 1977)	Dec. 1, 1977	\$2,375,000	30 years from date of note
Council Bluff Guaranty Note	Dec. 1, 1977	Determined when advances made	On demand
Salix Guaranty Note	Dec. 1, 1977	Determined when advances made	On demand

F. OUTSTANDING CFC CLASS B NOTES:

<u>Principal Amount</u>	<u>Note Date</u>	<u>Interest Rate (per annum)</u>	<u>Final Payment Date</u>
\$3,882,000	August 28, 1984	Variable	Thirty-five (35) years from the date hereof

G. MORTGAGE:

<u>Instrument</u>	<u>Date</u>	<u>Mortgagees</u>
Mortgage and Security Agreement	June 25, 1957	Government
Supplemental Mortgage and Security Agreement	January 3, 1969	Government
Supplemental Mortgage and Security Agreement	June 26, 1970	Government
Supplemental Mortgage and Security Agreement	April 27, 1973	Government
Supplemental Mortgage and Security Agreement	March 26, 1976	Government
Supplemental Mortgage and Security Agreement	September 27, 1977	Government

<u>Instrument</u>	<u>Date</u>	<u>Mortgagees</u>
Supplemental Mortgage and Security Agreement	November 1, 1977	Government, CFC
Consolidated Mortgage and Security Agreement	August 28, 1984	Government, CFC

H. MAXIMUM DEBT LIMIT:

Five hundred million dollars (\$500,000,000).

I. REA LOAN AGREEMENT (exclusive of amendments): Dated as of February 26, 1947.

J. CFC-COOP AGREEMENTS:

Date

- 1) October 15, 1977.
- 2) June 29, 1984.

K. CFC CLASS A FINANCING AGREEMENT:

Date

December 1, 1977

L. CFC CLASS A GUARANTY AGREEMENT:

Date

November 1, 1977

APPENDIX B

- 1. (Humboldt Steam Plant) A certain tract of land described in a certain deed, dated June 2, 1948, by C. L. Kramer and Edna L. Kramer as grantors, to the mortgagor, as grantee, and recorded in the office of the Humboldt County Recorder, in the State of Iowa, in Deed Book 128, Page 30 to 40.

A certain tract of land described in a certain deed, dated May 13, 1952 by J. W. Little as grantor, to the mortgagor, as grantee, and recorded in the office of the Humboldt County Recorder, in the State of Iowa, in Deed Book 128, Page 441.

A certain tract of land described in a certain deed dated November 5, 1952 by K. F. Schroeder as grantor, to the mortgagor, as grantee, and recorded in the office of the Humboldt County Recorder, in the State of Iowa, in Deed Book 128, Page 469.

- 2. (Wisdom Steam Plant) A certain tract of land described in a certain deed, dated April 2, 1958, by Grant S. Lachner and Ruth E. Lachner as grantors, to the mortgagor, as grantee, and recorded in the office of the Clay County Recorder, in the State of Iowa, in Deed Book 33, Page 334.

A certain tract of land described in a certain deed dated January 21, 1958, by George C. Selzer and Irma V. Selzer as grantor, to the mortgagor, as grantee, and recorded in the office of the Clay County Recorder, in the State of Iowa, in Deed Book 34, Page 541.

A certain tract of land described in a certain deed, dated March 6, 1958, by Henry Carr and Helen Carr as grantors, to the mortgagor, as grantee, and recorded in the office of Clay County Recorder, in the State of Iowa, in Deed Book 34, Page 560.

- 3. (Dickens Substation) A certain tract of land described in a certain deed, dated May 25, 1945, by Asher F. Dillard and Edna R. Dillard as grantors, to the mortgagor, as grantee, and recorded in the office of the Clay County Recorder, in the State of Iowa, in Deed Book 29, Page 557, except that portion conveyed from Corn Belt to Kenneth F. Brack by Quit Claim Deed dated August 29, 1977.

- 4. (Dinsdale Substation) A certain tract of land described in a certain deed, dated March 18, 1947, by W. J. Breakenridge and S. Edith Breakenridge, as grantors, to the mortgagor, as grantee, and recorded in the office of the Tama County Recorder, in the State of Iowa, in Deed Book 249, Page 491,

except that portion conveyed from Corn Belt to Dennis Eller d/b/a/ Eller's Welding and Machine Works by Quit Claim Deed dated January 21, 1982.

5. (Galbraith Substation) A certain tract of land described in a certain deed, dated April 14, 1945, by William Salisbury and Ella G. Salisbury as grantors, to the mortgagor, as grantee, and recorded in the office of the Kossuth County Recorder, in the State of Iowa, in Deed Book 83, Page 296.

A certain tract of land described in a certain deed, dated January 30, 1946, by Chicago and N.W. R.R. as grantor, to the mortgagor, as grantee, and recorded in the office of the Kossuth County Recorder, in the State of Iowa, in Deed Book 85, Page 18.

All of the above except that portion conveyed from Corn Belt to Kenneth F. Brack by Quit Claim Deed dated August 29, 1977.

6. (Hampton Substation) A certain tract of land described in a certain deed, dated April 30, 1937, by the Chicago Rock Island & Pacific R.R. as grantor, to the mortgagor, as grantee, and recorded in the office of the Franklin County Recorder, in the State of Iowa, in Deed Book 64, Page 189.

A certain tract of land described in a certain deed, dated July 23, 1955, by Howard Tidiman and wife, as grantors, to the mortgagor, as grantee, and recorded in the office of Franklin County Recorder, in the State of Iowa, in Deed Book 71, Page 344.

A certain tract of land described in a certain deed, dated August 12, 1941, by William O'Conner and Margaret O'Conner, as grantors, to the mortgagor, as grantee, and recorded in the office of the Franklin County Recorder, in the State of Iowa, in Deed Book 65, Page 165.

A certain tract of land described in a certain deed, dated February 15, 1956, by A. H. and Mariam B. Marken, as grantors, to the mortgagor, as grantee, and recorded in office of the Franklin County Recorder, in the State of Iowa, in Deed Book 76, Page 276.

A certain tract of land described in a certain deed, dated August 15, 1956, by Chicago, Rock Island and Pacific R.R., as grantor, to the mortgagor, as grantee, and recorded in the office of the Franklin County Recorder, in the State of Iowa, in Deed Book 76, Page 439.

All of the above except that portion conveyed from Corn Belt to Seabee Enterprises by Quit Claim Deed dated December 8, 1975.

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7. (Plainfield Substation) A certain tract of land described in a certain deed, dated January 9, 1946, by J. Roach Sons, Inc. as grantors, to the mortgagor, as grantee, and recorded in the office of the Bremer County Recorder, in the State of Iowa, in Deed Book 96, Page 596 and 597, except that portion conveyed from Corn Belt to Seabee Enterprises by Quit Claim Deed dated December 8, 1976.
 8. (Pocahontas Substation) A certain tract of land described in a certain deed, dated May 19, 1937, by Mary Lange and Frank P. Miller, as grantor, to the mortgagor, as grantee and recorded in the office of the Pocahontas County Recorder, in the State of Iowa, in Deed Book 47, Page 379, except that portion conveyed from Corn Belt to Pocahontas Rural Electric Cooperative by Quit Claim Deed dated December 8, 1975.
 9. (Sherwood Substation) A certain tract of land described in a certain deed, dated June 11, 1945, by Catherine Devine, Thomas Devine and Mary Devine, as grantors, to the mortgagor, as grantee, and recorded in the office of the Calhoun Recorder, in the State of Iowa, in Deed Book 78, Page 273, except that portion conveyed from Corn Belt to Kenneth F. Brack by Quit Claim Deed dated August 29, 1977.
 10. (Humboldt Headquarters) A certain tract of land described in a certain deed, dated May 22, 1957, by John T. Crain and Lulu G. Crain as grantors, to the mortgagor, as grantee, and recorded in the office of the Humboldt County Recorder, in the State of Iowa, in Deed Book 144, page 107.

A certain tract of land described in a certain deed, dated April 23, 1957, by Otto Schafer and Charlotte Schafer, as grantors, to the mortgagor, as grantee, and recorded in the office of the Humboldt County Recorder, in the State of Iowa, in Deed Book 144, Page 97.
 11. (Glidden Microwave Site) A certain tract of land described in a certain deed, dated October 3, 1967, by Doyle V. Gymer and Marcia Gymer as grantors, to the mortgagor, as grantee, and recorded in the office of the Carroll County Recorder, in the State of Iowa, in Deed Book 51, Page 262.
 12. (Laurens Microwave Site) A certain tract of land described in a certain deed, dated July 28, 1959, by Ray Mather and Katherine Mather as grantors, to the mortgagor, as grantee, and recorded in the office of the Pocahontas County Recorder, in the State of Iowa, in Deed Book 54, Page 330.
 13. (Sherwood Microwave Site) A certain tract of land described in a certain deed, dated March 4, 1970, by Mason Ross and Daisy Ross as grantors, to the mortgagor, as grantee and recorded in the office of the Calhoun County Recorder, in the

State of Iowa, in Deed Book 108, Page 226.

14. (Hampton Warehouse Site) A certain tract of land described in a certain deed, dated May 26--, 1966, by Chicago & Northwestern Railway Co., as grantor, to the mortgagor, as grantee, and recorded in the office of the Franklin County Recorder, in the State of Iowa, in Deed Book 36, Page 204.
15. (Cramer Substation) A certain tract of land described in a deed, dated July 14, 1971, by Russell H. McKinney and Ella Koester McKinney as grantors, to the mortgagor, as grantee, and recorded in the office of the Grundy County Recorder, in the State of Iowa, in Deed Book 290, Page 491.
16. (Ackley Substation) A certain tract of land described in a certain deed, dated July 8, 1963, by Martin and Ita Rameyer and Meinard and Dixie Rameyer, as grantors, to the mortgagor, as grantee, and recorded in the office of the Hardin County Recorder, in the State of Iowa, in Deed Book 426, Page 297.
17. (Albert City Substation) A certain tract of land described in a certain deed, dated July 27, 1949, by John W. Akin and Lydia Akin as grantor, to the mortgagor, as grantee, and recorded in the office of the Buena Vista County Recorder, in the State of Iowa, in Deed Book 31, Page 421.
18. (Algona Substation) A certain tract of land described in a certain deed, dated October 29, 1951, by Gardner Patterson and Evelyn R. Patterson as grantors, to the mortgagor, as grantee, and recorded in the office of the Kossuth County Recorder, in the State of Iowa, in Deed Book 86, Page 453.
19. (Aplington Substation) A certain tract of land described in a certain deed, dated March 18, 1949, by Hattie Ter Hark and John Ter Hark, as grantors, to the mortgagor, as grantee, and recorded in the office of the Grundy County Recorder, in the State of Iowa, in Deed Book 229, Page 227.
20. (Ayrshire Substation) A certain tract of land described in a certain deed, dated March 16, 1949, by Floyd S. Hill and Mabel A. Hill, as grantors, to the mortgagor, as grantee, recorded in the office of the Palo Alto County Recorder, in the State of Iowa, in Deed Book 38, Page 602.
21. (Belmond Substation) A certain tract of land described in a certain deed, dated May 4, 1949, by Nysco Boelman and Fannie Boelman, as grantors, to the mortgagor, as grantee, and recorded in the office of the Wright County Recorder, in the State of Iowa, in Deed Book 81, Page 581.
22. (Boone Valley Substation) A certain tract of land described in a certain deed, dated September 8, 1955, by Carl F. Martin and Bette L. Martin as grantors, to the mortgagor, as grantee, and recorded in the office of the Wright County Recorder, in

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- the State of Iowa, in Deed Book 87, Page 297.
23. (Bradford Substation) A certain tract of land described in a certain deed, dated November 16, 1966, by Harry Endres and Margaret Endres, as grantors, to the mortgagor, as grantee, and recorded in the office of the Chickasaw County Recorder, in the State of Iowa, in Deed Book 94, Page 26.
 24. (Breda Substation) A certain tract of land described in a certain deed, dated August 20, 1952, by Frances Wernimont as grantor, to the mortgagor, as grantee, and recorded in the office of the Carroll County Recorder, in the State of Iowa, in Deed Book 40, Page 464.
 25. (Bristow Substation) A certain tract of land described in a certain deed, dated March 19, 1949, by Burdella Schrage, as grantor, to the mortgagor, as grantee, and recorded in the office of the Butler County Recorder, in the State of Iowa, in Deed Book 80, Page 183.
 26. (Buckeye Substation) A certain tract of land described in a certain deed, dated May 5, 1949, by Claire H. Sielaff Munson as grantor, to the mortgagor, as grantee, and recorded in the office of the Hardin County Recorder, in the State of Iowa, in Deed Book 375, Page 476.
 27. (Buck Creek Substation) A certain tract of land described in a certain deed, dated May 25, 1950, by Henry and Malinda Frahm and August and Nora Frahm, as grantors, to the mortgagor, as grantee, and recorded in the office of the Bremer County Recorder, in the State of Iowa, in Deed Book 111, Page 45.
 28. (Carrollton Substation) A certain tract of land described in a certain deed, dated August 7, 1952, by Velma and Ernie Lloyd, as grantors, to the mortgagor, as grantee, and recorded in the office of the Carroll County Recorder, in the State of Iowa, in Deed Book 39, Page 510.
 29. (Clutier Substation) A certain tract of land described in a certain deed, dated May 7, 1958, by Louis Hosek and Marie Hosek, as grantors, to the mortgagor, as grantee, and recorded in the office of the Tama County Recorder, in the State of Iowa, in Deed Book 286, Page 210.
 30. (Conrad Substation) A certain tract of land described in a certain deed, dated June 2, 1949, by S. E., Brace M., W. J., and James A. and Esther Parker, as grantors, to the mortgagor, as grantee, and recorded in the office of the Grundy County Recorder, in the State of Iowa, in Deed Book 229, Page 250.
 31. (Dakota City Substation) A certain tract of land described in a certain deed, dated May 21, 1949, by Laues Olesen as grantor, to the mortgagor, as grantee, and recorded in the

office of the Humboldt County Recorder, in the State of Iowa in Deed Book 132, Page 103.

32. (Denhart Substation) A certain tract of land described in a certain deed, dated October 16, 1951, by Jacob Krauss, as grantor, to the mortgagor, as grantee, and recorded in the office of the Hancock County Recorder, in the State of Iowa in Deed Book 59, Page 8.
33. (Duncombe Substation) A certain tract of land described in a certain deed, dated August 14, 1950, by Josephine and C. J. Bittner and J. W. and Ruth Isham Brents as grantors, to the mortgagor, as grantee, and recorded in the office of the Webster County Recorder, in the State of Iowa, in Deed Book 52, Page 336.
34. (Eagle Grove Substation) A certain tract of land described in a certain deed, dated August 23, 1944, by Sybert Stockdal, as grantor, to the mortgagor, as grantee, and recorded in the office of the Wright County Recorder, in the State of Iowa, in Deed Book 79, Page 260, except that portion conveyed from Corn Belt to Kirby Oil Industries, Inc. by Warranty Deed dated November 20, 1969.
35. (East Sheffield Substation) A certain tract of land described in a certain deed, dated May 7, 1951, by George Jung, as grantor, to the mortgagor, as grantee, and recorded in the office of the Franklin County Recorder, in the State of Iowa, in Deed Book 71, Page 558.
36. (Eldora Substation) A certain tract of land described in a certain deed, dated May 5, 1949, by Henrecus Lindaman as grantor, to the mortgagor, as grantee, and recorded in the office of the Hardin County Recorder, in the State of Iowa, in Deed Book 375, Page 476.
37. (Emmetsburg Substation) A certain tract of land described in a certain deed, dated March 16, 1949, by Joseph E. Myers and Mayme Alice Myers as grantors, to the mortgagor, as grantee and recorded in the office of the Palo Alto County Recorder, in the State of Iowa, in Deed Book 38, Page 602.
38. (Esmay Substation) A certain tract of land described in a certain deed, dated January 24, 1966, by Helen Streit and Arnold N. Streit, as grantors, to the mortgagor, as grantee, and recorded in the office of the Calhoun County Recorder, in the State of Iowa, in Deed Book 101, Page 431.
39. (Estherville Substation) A certain tract of land described in a certain deed, dated October 4, 1950, by Harold Woodyard and Irene F. Woodyard, as grantors, to the mortgagor, as grantee, and recorded in the office of the Emmet County Recorder, in the State of Iowa, in Deed Book 79, Page 487.

- 40. (Fostoria Substation) A certain tract of land described in a certain deed, dated August 9, 1952, by Minnie Goedicke, et al., as grantor, to the mortgagor, as grantee, and recorded in the office of the Clay County Recorder, in the State of Iowa, in Deed Book 31, Page 614.
- 41. (Fredericksburg Substation) A certain tract of land described in a certain deed, dated February 10, 1950, by Egan E. Pahl and Ceola R. Pahl, as grantor, to the mortgagor as grantee, and recorded in the office of the Chickasaw County Recorder, in the State of Iowa, in Deed Book 76, Page 236.
- 42. (Garden City Substation) A certain tract of land described in a certain deed, dated May 13, 1949, by C.C. Sampson and Inger Sampson, as grantors, to the mortgagor, as grantee, and recorded in the office of the Hardin County Recorder, in the State of Iowa, in Deed Book 375, Page 483.
- 43. (Garner Substation) A certain tract of land described in a certain deed, dated May 12, 1949, by Theo Wolfram, Jr. and Rose Wolfram as grantors, to the mortgagor, as grantee, and recorded in the office of the Hancock County Recorder, in the State of Iowa, in Deed Book 57, Page 175.
- 44. (Geneva Substation) A certain tract of land described in a certain deed, dated July 31, 1963, by Raymond Ingebritson and Bernice Ingebritson, as grantors, to the mortgagor, as grantee, and recorded in the office of the Franklin County Recorder, in the State of Iowa, in Deed Book 80, Page 341.
- 45. (Gilmore City Substation) A certain tract of land in a certain deed, dated June 20, 1969, by Midwest Limestone Company, as grantor, to the mortgagor, as grantee, and recorded in the office of the Pocahontas County Recorder, in the State of Iowa, in Deed Book 58, Page 328.
- 46. (Graettinger Substation) A certain tract of land described in a certain deed, dated August 24, 1955, by Henry Lammers and Ina A. Lammers, as grantors, to the mortgagor, as grantee, and recorded in the office of the Palo Alto County Recorder, in the State of Iowa, in Deed Book 40, Page 382.
- 47. (Grundy Center Substation) A certain tract of land described in a certain deed, dated May 13, 1956, by Florence Smith Shoemaker and Max Shoemaker, as grantors, to the mortgagor, as grantee, and recorded in the office of the Grundy County Recorder, in the State of Iowa, in Deed Book 244, Page 213.
- 48. (Hutchins Substation) A certain tract of land described in a certain deed, dated September 8, 1949, by Orville S. Nelson and Gemima Nelson, as grantors, to the mortgagor, as grantee, and recorded in the office of the Hancock County Recorder, in the State of Iowa, in Deed Book 57, Page 248.

49. (Industrial Substation) A certain tract of land described in a certain deed, dated September 20, 1966, by Wisdom & Sullivan, Inc., as grantor, to the mortgagor, as grantee, and recorded in the office of the Clay County Recorder, in the State of Iowa, in Deed Book 39, Page 448.
50. (Kesley Substation) A certain tract of land described in a certain deed, dated May 6, 1949, by Roelf O. Wessels and Gertie Wessels, as grantors, to the mortgagor, as grantee, and recorded in the office of the Butler County Recorder, in the State of Iowa, in Deed Book 82, Page 203.
51. (Klemme Substation) A certain tract of land described in a certain deed, dated July 7, 1944, by Francis Swalve, as grantor, to the mortgagor, as grantee, and recorded in the office of the Hancock County Recorder, in the State of Iowa, in Deed Book 53, Page 548.
52. (Laurens Substation) A certain tract of land described in a certain deed, dated June 18, 1957, by Allen Whitfield and Irma C. Whitfield, as grantors, to the mortgagor, as grantee and recorded in the office of the Pocahontas County Recorder, in the State of Iowa, in Deed Book 54, Page 90.
53. (Ledyard Substation) A certain tract of land described in a certain deed, dated March 30, 1951, by George Hagge and Martha Hagge, as grantors, to the mortgagor, as grantee, and recorded in the office of the Kossuth County Recorder, in the State of Iowa, in Deed Book 86, Page 377.
54. (Linn Grove Substation) A certain tract of land described in a certain deed, dated February 25, 1959, by Henry Gensen, as grantor, to the mortgagor, as grantee, and recorded in the office of the Buena Vista County Recorder, in the State of Iowa, in Deed Book 39, Page 147.
55. (Marathon Substation) A certain tract of land described in a certain deed, dated November 7, 1967, by Faye E. Olney and Constance P. Kinney, as grantors, to the mortgagor, as grantee, and recorded in the office of the Buena Vista County Recorder, in the State of Iowa, in Deed Book 44, Page 204.
56. (Midway Substation) A certain tract of land described in a certain deed, dated November 7, 1969, by Lillie Begemann and Wayne F. Hoeft, as grantors, to the mortgagor, as grantee, and recorded in the office of the Floyd County Recorder, in the State of Iowa, Deed Book 96, Page 326.
57. (Miles Nelson Substation) A certain tract of land described in a certain deed, dated April 22, 1964, by Harold R. Hughes, as grantor, to the mortgagor, as grantee, and recorded in the office of the Buena Vista County Recorder, in the State of Iowa, in Deed Book 42, Page 136.

58. (Milford Substation) A certain tract of land described in a certain deed, dated August 29, 1950, by Emmert C. Ott, as grantor, to the mortgagor, as grantee, and recorded in the office of the Dickinson County Recorder, in the State of Iowa, in Deed Book 22, Page 348.
59. (Neal Substation) A certain tract of land described in a certain deed, dated June 30, 1969, by A. C. Brocka and Mary Brocka, as grantors, to the mortgagor, as grantee, and recorded in the office of the Butler County Recorder, in the State of Iowa, in Deed Book 55, Page 464.
60. (Odebolt Substation) A certain tract of land described in a certain deed, dated July 27, 1949, by John H. Siebrecht and Hilma Siebrecht, as grantors, to the mortgagor, as grantee, and recorded in the office of the Sac County Recorder, in the State of Iowa, in Deed Book 24, Page 144.
61. (Osgood Substation) A certain tract of land described in a certain deed, dated March 5, 1965, by Gilbert R. and Evelyn Reeves, as grantors, to the mortgagor, as grantee, and recorded in the office of the Palo Alto County Recorder, in the State of Iowa, in Deed Book 43, Page 606.
62. (Pioneer Substation) A certain tract of land described in a certain deed, dated April 20, 1955, by Harry S. Johnson and Clara Johnson, as grantors, to the mortgagor, as grantee and recorded in the office of the Humboldt County Recorder, in the State of Iowa, in Deed Book 136, Page 428.
63. (Packard Substation) A certain tract of land described in a certain deed, dated May 23, 1962, by Mary N. Tack, as grantor, to the mortgagor, as grantee, and recorded in the office of the Butler County Recorder, in the State of Iowa, in Deed Book 91, Page 325.
64. (Rinard Substation) A certain tract of land described in a certain deed, dated November 17, 1949, by Harold Bergquist and Alma Bergquist, as grantor, to the mortgagor, as grantee, and recorded in the office of the Calhoun County Recorder, in the State of Iowa, in Deed Book 83, Page 399.
65. (Ringsted Substation) A certain tract of land described in a certain deed, dated September 5, 1951, by Gerald L. Madden and Lois Madden, as grantors, to the mortgagors, as grantee, and recorded in the office of the Kossuth County Recorder, in the State of Iowa, in Deed Book 86, Page 447.
66. (Rockford Substation) A certain tract of land described in a certain deed, dated February 11, 1950, by Wesley C., Ethel, Mary Gauger, Cora M. Gauger Murray, Hulda Gauger, Marie Eyraud, L. W. Eyraud; Ruth and George Aubin; Fern and C. F. Ottinger, as grantors, to the mortgagors, as grantee, and recorded in the office of the Floyd County Recorder, in the

State of Iowa, in Deed Book 85, Page 107.

67. (Roland Substation) A certain tract of land described in a certain deed, dated October 27, 1965, by Leonard Sampson, Ethel Sampson, et al, as grantors, to the mortgagor, as grantee, and recorded in the office of the Story County Recorder, in the State of Iowa, in Deed Book 98, Page 379.
68. (Sac City Substation) A certain tract of land described in a certain deed, dated October 25, 1951, by George E. Mandernach and Rose Mandernach, as grantors, to the mortgagor, as grantee, and recorded in the office of the Sac County Recorder, in the State of Iowa, in Deed Book 24, Page 515.
69. (Schaller Substation) A certain tract of land described in a certain deed, dated March 19, 1953, by Mary E. Rininger, single, as grantor, to the mortgagor, as grantee, and recorded in the office of the Sac County Recorder, in the State of Iowa, in Deed Book 25, Page 336.
70. (Swaledale Substation) A certain tract of land described in a certain deed, dated November 5, 1964, by Else J. Dannen, as grantor, to the mortgagor, as grantee and recorded in the office of the Cerro Gordo County Recorder, in the State of Iowa, in Deed Book 123, Page 731.
71. (Templeton Substation) A certain tract of land described in a certain deed, dated June 26, 1961, by Leo T. Irlbeck and Mary H. Irlbeck, as grantors, to the mortgagor, as grantee, and recorded in the office of the Carroll County Recorder, in the State of Iowa, in Deed Book 26, Page 262.
72. (Terril Substation) A certain tract of land described in a certain deed, dated October 3, 1967, by Paul R. Johnson and Gladys Elizabeth Johnson, as grantors, to the mortgagor, as grantee, and recorded in the office of the Dickinson County Recorder, in the State of Iowa, in Deed Book 27, Page 475.
73. (Tripoli Substation) A certain tract of land described in a certain deed, dated June 30, 1961, by W. W. Schult and Cleone Schult, as grantors, to the mortgagor, as grantee, and recorded in the office of the Bremer County Recorder, in the State of Iowa, in Deed Book 138, Page 340.
74. (Truesdale Substation) A certain tract of land described in a certain deed, dated May 12, 1949, by Adolph Land and Helen Land, as grantors, to the mortgagor, as grantee, and recorded in the office of the Buena Vista County Recorder, in the State of Iowa, in Deed Book 31, Page 391.
75. (Wall Lake Substation) A certain tract of land described in a certain deed, dated December 20, 1949, by Delmar Lonning, as grantor, to the mortgagor, as grantee, and recorded in the office of the Wright County Recorder, in

the State of Iowa, in Deed Book 84, Page 41.

76. (West Sheffield Substation) A certain tract of land described in a certain deed, dated April 29, 1949, by Cora Fischer Sahr, Albert Sahr and Minnie Fischer, as grantors, to the mortgagor, as grantee, and recorded in the office of the Franklin County Recorder, in the State of Iowa, in Deed Book 71, Page 322.
77. (Williams Substation) A certain tract of land described in a certain deed, dated June 22, 1950, by Ovidia, Esther J., Florence Bordahl; Geruldine Sandell and James O. Gibson; and Ruben A. and Esther E. Sandell, as grantors, to the mortgagor, as grantee, and recorded in the office of the Hamilton County Recorder, in the State of Iowa, in Deed Book 72, Page 600.
78. (Burt Switching Station) A certain tract of land described in a certain deed, dated October 16, 1961, by Ray S. McWhorter and Luella McWhorter, as grantors, to the mortgagor, as grantee, and recorded in the office of the Kossuth County Recorder, in the State of Iowa, in Deed Book 90, Page 497.

A certain tract of land described in a certain deed, dated November 7, 1967, by Ray S. McWhorter and Luella E. McWhorter, as grantors, to the mortgagor, as grantee, and recorded in the office of the Kossuth County Recorder, in the State of Iowa, in Deed Book 99, Page 213.

79. (Parkersburg Switching Station) A certain tract of land described in a certain deed, dated February 11, 1949, by Dena Neymeyer, as grantor, to the mortgagor, as grantee, and recorded in the office of the Butler County Recorder, in the State of Iowa, in Deed Book 80, Page 142.

A certain tract of land described in a certain deed, dated October 8, 1971, by Dena Neymeyer, as grantor, to the mortgagor, as grantee, and recorded in the office of the Butler County Recorder, in the State of Iowa, in Deed Book 103, Page 139.

80. (Storm Lake Switching Station) A certain tract of land described in a certain deed, dated February 26, 1959, by Walter L. Dierenfield and LaVerne Dierenfield, as grantors, to the mortgagor, as grantee, and recorded in the office of the Buena Vista County Recorder, in the State of Iowa, in Deed Book 39, Page 94.
81. (Wallingford Switching Station) A certain tract of land described in a certain deed, dated October 28, 1959, by LeRoy and Selma Olson, as grantors, to the mortgagor, as grantee, and recorded in the office of the Emmet County Recorder, in the State of Iowa, in Deed Book 87, Page 178.
82. (Wellsburg Substation) A certain tract of land described

in a certain deed, dated June 9, 1949, by Lamke, Leonard, George, John Schmidt and Anna Klaus, as grantors, to the mortgagor, as grantee and recorded in the office of the Grundy County Recorder, in the State of Iowa, in Deed Book 229, Page 251.

83. (DAEC) A certain tract of land described in a certain deed, dated August 24, 1970, by Iowa Land and Building Company, as grantor, to the mortgagor, as grantee, and recorded in the office of the Linn County Recorder, in the State of Iowa, in Deed Book 1464, Page 329.
84. (Plover Substation) A certain tract of land described in a certain deed, dated March 15, 1976, by Jacob B. and Jeane Rittgers as grantors, to the mortgagor, as grantee, and recorded in the office of the Pocahontas County Recorder, in the State of Iowa, in Deed Book 66, Page 647.
85. (Glidden Substation) A certain tract of land described in a certain deed, dated March 18, 1975, by Paul Durrie and Warren and Shirley Clark, as grantors, to the mortgagor, as grantee, and recorded in the office of the Carroll County Recorder, in the State of Iowa, in Deed Book 64, Page 186.
86. (Quirin Substation) A certain tract of land described in a certain deed, dated April 27, 1976, by Floyd Clausen, as grantor, to the mortgagor, as grantee, and recorded in the office of the Clay County Recorder in the State of Iowa, in Deed Book 47, Page 496.
87. (Superior Substation) A certain tract of land described in a certain deed, dated April 21, 1977, by Chester L. Torreson and Myrtle A. Torreson, as grantors, to the mortgagor, as grantee, and recorded in the office of the Dickinson County Recorder, in the State of Iowa, in Deed Book 40, Page 653.
88. (Lacy Substation) A certain tract of land described in a certain deed, dated February 13, 1976, by Vern Lines and Luverne Lines, as grantors, to the mortgagor, as grantee, and recorded in the office of the Floyd County Recorder, in the State of Iowa, in Deed Book 101, Page 349.
89. (Dows No. 2 Substation) A certain tract of land described in a certain deed, dated August 5, 1976, by Viola, Gordon, Betty, Leonard and Delores Worden, as grantors, to the mortgagor, as grantee, and recorded in the office of the Franklin County Recorder, in the State of Iowa, in Deed Book 103, Page 16.
90. (Alden Substation) A certain tract of land described in a certain deed, dated August 7, 1974, by Glen B. Shafer Trust as grantor, to the mortgagor, as grantee, and recorded in the office of the Hardin County Recorder, in the State of Iowa, in Deed Book 482, Page 646.

91. (Farmland Substation) A certain tract of land described in a certain deed, dated February 27, 1974, by Farmland Foods, as grantor, to the mortgagor, as grantee, and recorded in the office of the Hardin County Recorder, in the State of Iowa, in Deed Book 482, Page 304.
92. (Pleasant Substation) A certain tract of land described in a certain deed, dated April 23, 1977, by David L. Granzow and Polly A. Granzow, as grantors, to the mortgagor, as grantee, and recorded in the office of the Hardin County Recorder, in the State of Iowa, in Deed Book 513, Page 322.
93. (Whittemore Substation) A certain tract of land described in a certain deed, dated November 1, 1972, by Carl Sheppard and Duane Sheppard, as grantors, to the mortgagor, as grantee, and recorded in the office of the Kossuth County Recorder, in the State of Iowa, in Deed Book 106, Page 24.
94. (Alexander Substation) A certain tract of land described in a certain deed, dated June 4, 1981, by Clavin C. Schulte and Lola Schulte, as grantors, to the mortgagor, as grantee, and recorded in the office of the Franklin County Recorder, in the State of Iowa, in Deed Book 810912.
95. (Blairsburg Substation) A certain tract of land described in a certain deed, dated August 14, 1979, by Mary Kettaneh, as grantor, to the mortgagor, as grantee, and recorded in the office of the Hamilton County Recorder, in the State of Iowa, in Deed Book 96, Page 579.
96. (Bode Substation) A certain tract of land described in a certain deed, dated June 12, 1978, by Berdine Nygaard and Mabel Nygaard, as grantors, to the mortgagor, as grantee, and recorded in the office of the Humboldt County Recorder, in the State of Iowa, in Deed Book 214, Page 434.
97. (Boondocks Substation) A certain tract of land described in a certain deed, dated September 22, 1978, by Gerald Hansel, as grantor, to the mortgagor, as grantee, and recorded in the office of the Hamilton County Recorder, in the State of Iowa, in Deed Book 96, Page 103.
98. (Conner Substation) A certain tract of land described in a certain deed, dated October 27, 1980, by James F. O'Toole and Julitta J. O'Toole and Larry Lasher and Linda Lasher, as grantors, to the mortgagor, as grantee, and recorded in the office of the Carroll County Recorder, in the State of Iowa, in Deed Book 62, Page 280.
99. (Cornell Substation) A certain tract of land described in a certain deed, dated March 9, 1983, by Arlo Gilmore and Eleanor Gilmore, as grantors, to the mortgagor, as grantee, and recorded in the office of the Clay County Recorder, in the State of Iowa, in Deed Book 57, Page 272.

100. (Diamond Lake Substation) A certain tract of land described in a certain deed, dated March 5, 1980, by Roy John Hamann and Edna Hamann, as grantors, to the mortgagor, as grantee, and recorded in the office of the Dickinson County Recorder, in the State of Iowa, in Deed Book 43, Page 626.
101. (Dover Substation) A certain tract of land described in a certain deed, dated April 14, 1980, by Floyd Neilsen and J. P. Highberger, as grantors to the mortgagor, as grantee, and recorded in the office of the Pocahontas County Recorder, in the State of Iowa, in Deed Book 69, Page 302.
102. (Dumont Substation) A certain tract of land described in a certain deed, dated July 1, 1980, by Clarence J. Sweiter and Bonnie M. Sweiter, as grantors, to the mortgagor, as grantee and recorded in the office of the Butler County Recorder, in the State of Iowa, in Deed Book 117, Page 8.
103. (Eagle Substation) A certain tract of land described in a certain deed, dated December 19, 1979, by Myrtle Larsen and Harvey C. Larsen, as grantors, to the mortgagor, as grantee, and recorded in the office of the Kossuth County Recorder, in the State of Iowa, in Deed Book 121, Page 54.
104. (East Substation) A certain tract of land described in a certain deed, dated September 16, 1977, by Hermon Vogel, as grantor, to the mortgagor, as grantee, and recorded in the office of the Calhoun County Recorder, in the State of Iowa, in Deed Book 122, Page 594.
105. (Galt Substation) A certain tract of land described in a certain deed, dated July 24, 1973, by Tyrrell Farms, Inc. as grantors, to the mortgagor, as grantee, and recorded in the office of the Wright County Recorder, in the State of Iowa, in Deed Book 102, Page 493.
106. (Horton Substation) A certain tract of land described in a certain deed, dated December 6, 1979, by Maurice Dooley, as grantor to the mortgagor, as grantee, and recorded in the office of the Bremer County Recorder, in the State of Iowa, in Deed Book 250, Page 268.
107. (Lawler Substation) A certain tract of land described in a certain deed, dated April 6, 1982, by Feilden J. Monroe and Harriet Monroe, as grantors to the mortgagor, as grantee, and recorded in the office of the Chickasaw County Recorder, in the State of Iowa, in Deed Book 126, Page 182.
108. (Liberty Substation) A certain tract of land described in a certain deed, dated July 31, 1979, by Dale L. Reichardt, as grantor, to the mortgagor, as grantee, and recorded in the office of the Hancock County Recorder, in the State of Iowa, in Deed Book 81, Page 110 and in Deed Book 82, Page 30.

109. (Maple Valley Substation) A certain tract of land described in a certain deed, dated October 12, 1977, by Gerald Stille and Carolyn Stille, Irene and Henry Stille and Irene Stille as Power of Attorney, as grantors, to the mortgagor, as grantee, and recorded in the office of the Buena Vista County Recorder, in the State of Iowa, in Deed Book 50, Pages 48 and 49.
110. (Oakwood Substation) A certain tract of land described in a certain deed, dated July 6, 1981, by Julius Huxsol and Ruth Huxsol and Malcom McGregor and Patricia McGregor, as grantors, to the mortgagor, as grantee, and recorded in the office of the Floyd County Recorder, in the State of Iowa, in Deed Book 107, Pages 265 and 266.
111. (Shell Rock Substation) A certain tract of land described in a certain deed, dated October 27, 1978, by Seigfried Reints, as grantor to the mortgagor, as grantee, and recorded in the office of the Butler County Recorder, in the State of Iowa, in Deed Book 114, Page 188.
112. (Douglas Substation) A certain tract of land described in a certain deed, dated July 24, 1975, by Clayton Myers and Gusta Myers, as grantors, to the mortgagor, as grantee, and recorded in the office of the Sac County Recorder, in the State of Iowa, in Deed Book 33, Page 449.
113. (Lakeview Substation) A certain tract of land described in a certain deed, dated April 19, 1977, by Lloyd F. Heindenreich and Colleen J. Heindenreich, as grantors, to the mortgagor, as grantee, and recorded in the office of the Sac County Recorder, in the State of Iowa, in Deed Book 35, Page 361.
114. (Union Substation) A certain tract of land described in a certain deed, dated May 27, 1983, by Leslie A. Clampitt and Kay Clampitt, as grantors, to the mortgagor, as grantee and recorded in the office of the Hardin County Recorder, in the State of Iowa, in Deed Book 568, Pages 486 and 487.
115. (Hampton Service Center) A certain tract of land described in a certain deed, dated February 19, 1980, by Leona Barrick, as grantor, to the mortgagor, as grantee, and recorded in the office of the Franklin County Recorder, in the State of Iowa, in Deed Book 800264.
116. (Twin Lakes Substation) A certain tract of land described in a certain deed, dated June 15, 1983, by Everett A. Powers and Verna C. Powers, as grantors, to the mortgagor, as grantee and recorded in the office of Calhoun County Recorder, in the State of Iowa, in Deed Book 110, Page 69.
117. (Lake Cornelia Substation) A certain tract of land described in a certain deed, dated September 9, 1983, by H & T, Inc., as grantors, to the mortgagor, as grantee, and recorded

in the office of Wright County Recorder, in the State of Iowa, in Deed Book 119, Page 477.

118. (Hicks Substation) A certain tract of land described in a certain deed, dated October 5, 1983, by the Claire M. Kennedy Living Trust, (Claire M. Kennedy, Trustee), as grantors, to the mortgagors, as grantee, and recorded in the office of the Grundy County Recorder, in Deed Book 366, Page 156.
119. (Neal #4) An undivided 4.861% interest and ownership in a certain tract or parcel of land situated in Woodbury County, State of Iowa, described as follows:

All that part of Lots Four (4), Five (5), Six (6), and the North Half of the Southeast Quarter (N 1/2-SE 1/4) of Section Thirty One (31), Township Eighty Seven (87) North, Range Forty Seven (47) West and all that part of Section Five (5) and Six (6), Township Eighty Six (86) North, Range Forty Seven (47) West of the 5th P.M., Woodbury County, Iowa, described as beginning at the Northeast corner of said Section 6-86-47, thence South 87° 29' 48" East along the North line of Section 5-87-47 1696.88 feet to the centerline of the Brown's Lake Outlet easement to State of Iowa (Conservation Commission) recorded in Miscellaneous Records, Book 143, Pages 45 and 46, Woodbury County Recorder's Office, thence South 11° 03' 03" West 1736.23 feet along said centerline, thence South 53° 30' 50" West 1788.42 feet along said centerline to the end of said Outlet, thence continuing South 53° 30' 50" West 642.61 feet to a point on U.S. C., of E. R-O-W line, thence North 55° 34' 06" West along said R-O-W line 1322.05 feet to U.S. C. of E. monument RW-S8A, thence North 50° 56' 30" West 770.39 feet to RW S-7, thence North 50° 46' 30" West 481.87 feet to RW S-6, thence North 17° 16' 30" West 231.41 feet to RW S-5A, thence leaving U.S. C. of E. R-O-W line, West 372.98 feet, thence North 39° 11' 20" West 1522.45 feet, thence North 18° 45' 15" West 227.06 feet, thence North 38° 21' 00" West 233.71 feet, thence North 89° 39' 04" West 132.72 feet, thence North 38° 23' 32" West 6.02 feet to MC-8A, thence North 24° 39' 30" West 75.64 feet to MC-8, thence North 27° 51' 30" West 468.26 feet to MC-7A, thence leaving MC line North 80° 20' 30" East 2126.44 feet, thence North 0° 10' 00" East 1246.81 feet to the center of said Section 31-87-47, thence North 80° 23' 00" East 2651.34 feet to the East Quarter (E 1/4) corner of said Section 31-87-47, thence South 01° 06' 00" West 2648.10 feet to the Point of Beginning subject to easements for Public Roads and lake outlet.

and

A tract of land situated in Section Thirty-one (31), being accretion to Lot Four (4), Section Thirty-one (31), Township Eighty-seven (87) North, Range Forty-seven (47) West of the 5th P.M., Woodbury County, Iowa, bounded on the North by the extension westerly of the north line of said Lot Four (4), bounded on the east by the left bank line and the abandoned channel of the Missouri River,

bounded on the south by the north line of Tract One Hundred-twenty (120), Snyder-Winnebago Complex, and bounded on the west by the Missouri River.

- 120. (Council Bluffs #3) An undivided 3.8% interest and ownership in a certain tract or parcel of land situated in Pottawattamie County, State of Iowa, described as follows:

A parcel of land located in part of the SE 1/4 SW 1/4, part of the SW 1/4 SE 1/4, part of the SE 1/4 SE 1/4, all in Section 19, Township 74, Range 43; all of the East 1/2 of Section 30, Township 74, Range 43; lying West of the West right-of-way of Interstate Route 29; part of the NE 1/4 NW 1/4, part of the SE 1/4 NW 1/4, part of the NE 1/4 SW 1/4, part of the SE 1/4 SW 1/4, part of the SW 1/4 SW 1/4, all in Section 30, Township 74, Range 43; the land in the West 1/2 of said Sections 19 and 30, being in Council Bluffs, Pottawattamie County, Iowa, and the land in the East 1/2 of said Sections 19 and 30 being in Pottawattamie County, Iowa said parcel is more fully described as follows: Commencing at the Southeast corner of Section 30, Township 74, Range 43 West; thence N 89° 19' 38" W, a distance of 290.22 feet along the South line of said Section 30 to the Westerly right-of-way of Interstate Route 29 and the point of beginning; thence N 89° 19' 38" W, a distance of 2346.58 feet along the South line of said Section 30 the South 1/4 corner of said Section 30; thence N 89° 19' 38" W, a distance of 2091.99 feet along the South line of the Section 30 to the established channel of the Missouri River; thence N 10° 01' 12" W, a distance of 435.50 feet along the established channel of the Missouri River to the centerline of Mosquito Creek Drainage Ditch No. 22; thence N 44° 41' 48" E, a distance of 1742.14 feet along said Creek centerline; thence along a curve concave Northwesterly, having a central angle of 28° 04' 00" and a radius of 716.20 feet, a chord bearing and distance of N 30° 39' 48" E, 347.32 feet; thence N 16° 37' 48" E, a distance of 568.63 feet along said Creek centerline; thence along a curve concave Westerly having a central angle of 9° 54' 00" and a radius of 2715.30 feet, a chord bearing and distance of N 11° 40' 48" E, 468.57 feet, thence N 6° 43' 48" E, a distance of 507.28 feet along said Creek centerline; thence along a curve concave Easterly, having a central angle 3° 59' 00" and a radius of 5879.08 feet, a chord bearing and distance of N 8° 43' 18" E, 408.65 feet thence N 10° 42' 48" E, a distance of 1455.78 feet along said Creek centerline; thence along a curve concave Westerly, having a central angle of 17° 40' 00" and a radius of 996.40 feet, a chord bearing and distance of N 1° 52' 48" E, 306.01 feet; thence N 6° 57' 12" W, a distance of 258.63 feet along said Creek centerline to the centerline of a County Road as projected; thence N 66° 52' 38" E, a distance of 325.63 feet along said road centerline; thence N 76° 04' 40" E, a distance of 347.13 feet along said road centerline; thence S 88° 50' 09" E, a distance of 451.56 feet along said road

centerline; thence S 62° 49' 22" E, a distance of 784.47 feet along said road centerline; thence S 4° 49' 24" W, a distance of 33.90 feet along right-of-way of a relocated County road; thence S 62° 29' 22" E, a distance of 196.21 feet along said road right-of-way; thence S 41° 31' 18" E, a distance of 70.19 feet along said road right-of-way; thence S 55° 34' 15" E, a distance of 223.25 feet along said road right-of-way; thence S 70° 04' 56" E, a distance of 292.98 feet along said road right-of-way to the West right-of-way of Interstate Route 29; thence S 0° 18' 03" W, a distance of 1201.54 feet along West right-of-way of said Interstate Route 29; thence S 4° 05' 57" W, a distance of 200.40 feet along said Interstate 29 right-of-way; thence S 0° 11' 56" W, a distance of 3002.66 feet along said Interstate 29 right-of-way; thence S 4° 23' 40" E, a distance of 200.73 feet along said Interstate 29 right-of-way; thence S 1° 02' 40" E, a distance of 635.62 feet along said Interstate 29 right-of-way; thence S 11° 05' 15" E, a distance of 126.09 feet along said Interstate 29 right-of-way to the point of beginning. Parcel contains 416.41 acres more or less, and is subject to right-of-way for Mosquito Creek Drainage Ditch No. 22, and is subject to right-of-way for a County road on the North side thereof. Parcel is also subject to right-of-way for the Pony Creek Drainage Ditch.

121. (Oran Substation) A certain tract of land described in a certain deed, dated October 28, 1985, by Frederick Jake Albrecht and Grace Josephine Albrecht as grantors, to the mortgagor, as grantee, and recorded in the office of the Bremer County Recorder, in the State of Iowa in Docket Number 19852884.
122. (Renwick Substation) A certain tract of land described in a certain deed, dated July 15, 1985, by Gladys M. Arne and Elmo J. Arne as grantors, to the mortgagor, as grantees, and recorded in the office of the Humboldt County Recorder, in the State of Iowa, in Deed Book 234, Page 656.
123. (Jewell Substation) A certain tract of land described in a certain deed, dated January 28, 1985, by Anderson Lake Sportsmen, Inc. as grantor, to the mortgagor, as grantee, and recorded in the office of the Hamilton County Recorder, in the State of Iowa, in Deed Book 101, Page 382.
124. (Round Lake Substation) A certain tract of land described in a certain deed, dated September 24, 1984, by the Boatman's National Bank of St. Louis, Trustee and Samuel C. McCluney, Jr. trustee as grantors, to the mortgagor, as grantee, and recorded in the office of the Clay County Recorder, in the State of Iowa in Deed Book 59, Page 614.
125. (Lakota Substation) A certain tract of land described in a certain deed, dated July 18, 1984, by Otto V. Boehm and Dorothy A. Boehm, as grantors, to the mortgagor, as grantee, and recorded in the office of the Kossuth County

Recorder, in the State of Iowa in file number 2072, Deed Book 130, Page 56.

126. (Wallingford Microwave Site) A certain tract of land described in a certain deed dated June 17, 1986, by Robert R. Reeves and Judith K. Reeves as grantors, to the mortgagor, as grantee, and recorded in the office of the Palo Alto County Recorder, in the State of Iowa, in file number 1178, Deed Book 79, Page 64.
127. (Ellsworth Substation) A certain tract of land described in a certain deed, dated October 26, 1989, by Charles and Theresa Duhigg Memorial Trust (Cassel, McMahon & Courtney, (f/k/a McMahon, Cassel, McMahon & McEnroe), Trustee as grantors, to the mortgagor, as grantee, and recorded in the office of Emmet County Recorder, in the State of Iowa in Deed Book 108, Page 256.
128. (Springfield Switching Station) A certain tract of land described in a certain deed, dated January 3, 1990, by Ruth Mary Barrows and Max Barrows as grantors, to the mortgagor, as grantee, and recorded in the office of the Kossuth County Recorder, in the State of Iowa, in Deed Book 142, Page 187.
129. (Webster City Line Land Purchase-Brewer Property) A certain tract of land described in a certain deed, dated March 5, 1990, by Joseph K. Brewer a/k/a J. K. Brewer and Viola E. Brewer, Chester P. Nelson, Joseph Robert Carpenter and Karen Carpenter as grantors, to the mortgagor, as grantee, and recorded in the office of Hamilton County Recorder, in the State of Iowa, in Deed Book 1990, Page 865.