



Document 2013 679

Book 2013 Page 679 Type 04 001 Pages 12

Date 3/05/2013 Time 10:12 AM

Rec Amt \$62.00

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

**ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS**

**Preparer Information:** Peoples Trust & Savings Bank  
1185 SE University Avenue  
Waukee, IA 50263

**Taxpayer Information:** Mark W. Platt  
237 W Mulberry Street  
Ogden, IA 50212

*KE/*  
**Return Document To:** Peoples Trust & Savings Bank  
~~1185 SE University Avenue~~ PO BOX 880  
Waukee, IA 50263

**Grantors:** Mark W. Platt  
237 W Mulberry Street  
Ogden, IA 50212

**Grantees:** Peoples Trust & Savings Bank  
1185 SE University Avenue  
Waukee, IA 50263

**Description:** 120 Acres located in Madison County, Iowa

**Document or instrument number of previously recorded documents:**

## ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS (this "Assignment"), is made as of the 28<sup>th</sup> day of February, 2013, by Mark W. Platt ("Borrower" or "Grantor"), as assignor, whose address is 237 W Mulberry Street, Ogden, IA 50212, for the benefit of Peoples Trust & Savings Bank, having its office at 1185 SE University Avenue, Waukee, IA 50263 ("Lender" or "Grantee"), as assignee.

### RECITALS:

(A) Borrower and Lender have executed that certain Loan Agreement of even date herewith (as the same may from time to time be amended, modified, restated or extended, the "Loan Agreement").

(B) Pursuant to the Loan Agreement, Lender has agreed to make a loan to Borrower in the principal amount of \$1,363,177.50 (the "Loan").

(C) As evidence of the indebtedness incurred under the Loan Agreement, Borrower has executed and delivered to Lender a Promissory Note of even date herewith, payable to Lender in the principal amount of the Loan (the "Note"), payment of which is secured by a real estate mortgage of even date herewith (the "Mortgage") from Borrower covering a fee simple in the real estate described in Exhibit "A", attached hereto and incorporated herein, and the improvements thereon (the "Mortgaged Property"), as well as by other security.

(D) The execution and delivery of this Assignment is a condition precedent to the performance by Lender of its obligations under the Loan Agreement.

### AGREEMENT:

NOW, THEREFORE, in consideration of the making of the Loan by Lender and to secure the indebtedness evidenced by the Note and the performance and observance of all obligations, terms, covenants and conditions in the Note, the Mortgage and other "Loan Documents" (as such term is defined in the Loan Agreement), including the "Liabilities" (as hereinafter defined), and for other good and valuable consideration in hand paid, the receipt and sufficient of which is hereby acknowledged, Borrower does hereby ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER UNTO Lender the following:

(a) All right, title and interest of Borrower, whether as a lessor or a lessee, in and to all leases, subleases, occupancy agreements or concession agreements, written or oral now in existence or hereafter arising and all agreements for the use and occupancy of all or any portion of the Mortgaged Property, or in anywise connected to the use and occupancy of the Mortgaged Property, together with (subject to the terms of the Loan Agreement) all the right, power and authority of Borrower to alter, modify or change the material terms of such leases, subleases, occupancy agreements and concession agreements or to surrender, cancel or terminate such leases, subleases, occupancy agreements and concession agreements with or without the prior written consent of Lender and together with any and all extensions and renewals thereof and any and all future leases, subleases, occupancy agreements or concession agreements (all of such leases, agreements, subleases and tenancies, as the same may be amended or modified from time to time, being hereinafter collectively called the "Leases"). It is the intention hereby to establish a present and absolute transfer and assignment of all such Leases and "Rents" (as hereinafter defined) to Lender; and

(b) Any and all guaranties of the obligations of the lessees (the "Lessees") under any of such Leases; and

(c) The present, absolute, unconditional, immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Borrower may now or shall hereafter (whether upon any applicable period of redemption, or otherwise) become entitled or may demand or claim, arising or issuing from or out of the Leases, or from or out of the Mortgaged Property or any part thereof, including but not limited to: minimum rents, additional rents, percentage rents, all security given under leases, parking maintenance charges or fees, tax and insurance contributions and/or escrows (as provided in any Lease), proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents and liquidated damages following default or late payment of rent, premiums payable by any Lessee upon the exercise of a cancellation privilege provided for in any Lease and all proceeds payable under any policy of insurance covering loss of rents resulting from un-tenantability caused by destruction or damage to the Mortgaged Property, awards from condemnation, eminent domain or similar proceedings, any and all leasing commissions together with any and all rights and claims of any kind which Borrower may have against any Lessee under any Lease or occupants of the Mortgaged Property (all such money, rights and claims being hereinafter collectively called the "Rents").

TO HAVE AND TO HOLD the same unto Lender, its successors and assigns, to secure the payment and performance by Borrower to Lender of the following described obligations (collectively, the "Liabilities"):

(a) Payment of the Loan with interest thereon according to the terms of the Note and the Loan Agreement, and any and all extensions, modifications, substitutions or renewals thereof, and the performance and discharge of each and every obligation of Borrower set forth in the Note and in the Loan Agreement;

(b) Payment of such additional sums, with interest thereon, as may be hereafter borrowed from Lender, its successors or assigns, by the then record owner or owners of the Land as described on Exhibit A hereto when evidenced by a promissory note or notes which by the terms thereof is or are secured by the Mortgage;

(c) Payment to Lender of all other sums, with interest thereon, becoming due or payable by Borrower under the provisions hereof, the provisions of the Loan Agreement the provisions of the Note, the provisions of the Mortgage, and the provisions of any of the other Loan Documents;

(d) Due, prompt and complete observance and performance of each and every obligation, covenant and agreement of Borrower contained herein; and

(e) Due, prompt and complete observance and performance of each and every obligation, covenant and agreement of Borrower in the Loan Agreement, the Note, the Mortgage or in any of the other Loan Documents.

Borrower further covenants and agrees with and represents to Lender as follows:

1. Definitions. Capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings set forth in the Loan Agreement and other Loan Documents. The word "including" shall mean "including, without limitation".

2. Borrower's Warranties and Representations. Borrower represents and warrants to Lender that Borrower is the owner of the Mortgaged Property. Borrower has good title to the Leases and Rents and has the requisite right, power and authority to assign the Leases and Rents, and no other person has any right, title or interest therein.

3. Borrower's Covenants and Agreements. Borrower covenants to and agrees with Lender as follows:

(a) Amendment and Modification. Borrower shall not enter into, materially modify or amend, renew, extend, surrender, or terminate (other than due to a default there under) any Lease or reduce or abate any rent due under any Lease, nor shall Borrower consent to any assignment, subletting or other transfer of any Lease by any Lessee (other than a renewal or extension to which a Lessee is entitled under the terms of an existing Lease or contained in a Lease that is subsequently approved by Lender) unless Borrower first obtains the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed.

(b) Marshaling of Assets. To the greatest extent permitted by law, Borrower hereby waives any and all rights to require marshaling of assets by Lender.

(c) Notice. Borrower hereby authorizes Lender to give notice in writing to the Lessees under the Leases directing Lessees to pay to Lender the Rents due and to become due Lender under the Leases at any time upon the occurrence of an Event of Default hereunder (subject, however, to the terms and provisions of the Loan Agreement).

(d) Further Assignments. Borrower shall not make any further assignments of the Leases or the Rents, income or other benefits there from, without the prior written consent of Lender, which consent may be withheld in Lender's sole discretion.

(e) Obligations Under Leases. Borrower shall faithfully abide by, perform and discharge each and every obligation, covenant, condition and agreement of the Leases to be performed by Borrower, and shall enforce performance by the other party thereto of each and every material obligation, covenant, condition and agreement to be performed by such other party. Lender may, at its option and election, after notice to Borrower and a reasonable opportunity to cure, perform any agreement or obligation under the Leases which Borrower shall fail to perform, and Lender may take any other action which Lender deems reasonably necessary for the preservation and maintenance of its interest in the Leases. Borrower agrees to reimburse Lender for all out of pocket expenses or advances made by Lender in connection with the foregoing, including reasonable attorneys' fees, together with interest thereon at the rate of interest in effect under the Note from the date of the expenditure to the date of reimbursement, but no such act or expenditure of Lender shall relieve Borrower from the consequences of such failure. Borrower agrees to enforce the Lessees' obligations under the Leases in which Borrower is the lessor, and the obligations of the lessor under any Lease in which Borrower is the lessee.

(f) Advance Rent. Borrower shall not collect, waive, release, discount, set off or otherwise discharge or compromise the Rents for a period of more than one (1) month in advance.

(g) Option to Purchase. Borrower shall not enter into any Lease containing any right or option of first refusal to purchase all or any portion of the Mortgaged Property or otherwise in violation of the terms and provisions of the Loan Agreement.

(h) Operation of the Property. Borrower shall not do anything which might prevent Lender from, or limit Lender in, operating under or enforcing any of the provisions hereof.

(i) Lease Defenses. Borrower shall not do anything which might provide any Lessee a defense permitting such Lessee to resist enforcement of the terms of any Lease to which such Lessee is a party.

4. Authorization of Lessees. During the continuance of an Event of Default, Borrower hereby irrevocably authorizes and directs each Lessee and any successor to the interest of each such Lessee, upon receipt of any written request of Lender, to pay to Lender the Rents due and to become due under the Leases. Borrower agrees that each Lessee shall have the right to rely upon any such request by Lender, that such Lessee shall pay the Rents to Lender without any obligation or right to inquire as to whether an Event of Default exists, notwithstanding any notice from or claim of Borrower to the contrary, and that Borrower shall have no right or claim against any such Lessee for any Rents paid by such Lessee to Lender. Borrower hereby agrees that it will not make any claim against a Lessee for payment of Rents, to the extent that such Rents have been paid to Lender by Lessee in compliance with a demand for payment of Rents made by Lender under this Section 4. Lender shall be deemed a creditor of any Lessee with respect to any assignments such Lessee makes for the benefit of creditors and any bankruptcy or similar proceeding (without any obligation to file timely claims in such proceeding).

5. Invalidated Payment of Rent. To the extent that a Lessee makes to Lender, or Lender receives from a Lessee, a payment or payments of Rent, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to the Lessee, its estate, trustee, receiver or any other party, including, without limitation, Borrower, under any bankruptcy law, insolvency law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the Indebtedness or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred, regardless of whether Lender contested the order requiring the return of such payment.

6. License. Subject to the terms and provisions of the Loan Agreement, and provided that there exists no Event of Default which has not been fully cured, Borrower shall have the right under a license granted hereby and Lender hereby grants to Borrower a license to collect, but not more than one (1) month in advance, all of the Rents arising from or out of the Leases or any renewals or extensions thereof, or from or out of the Mortgaged Property or any part thereof, and to take any other actions with respect to Leases and Lessees not prohibited hereby. So long as no Event of Default exists which has not been fully cured, Borrower may use and enjoy, retain and spend for its own use, the Rents. The license granted hereby shall be revoked automatically upon notice from Lender to Borrower stating the occurrence of an Event of Default. The existence or exercise of such license shall not operate to subordinate this Assignment to any subsequent assignment, in whole or in part, by Borrower, and any such subsequent assignment by Borrower shall be subject to the rights of Lender hereunder.

7. Event of Default. The term "Event of Default" whenever used herein, shall mean any one or more of the following events: (a) a breach by Borrower of any covenant, condition, agreement, representation or warranty in this Assignment which is not cured within the applicable notice and cure period provided in the Loan Agreement with respect to such breach; or (b) the occurrence of an Event of Default under the Loan Agreement or any of the other Loan Documents.

8. Remedies. Upon or at any time after the occurrence of an Event of Default hereunder, Lender at its option shall have the complete right, power and authority hereunder then or thereafter to exercise and enforce any or all of the following rights and remedies:

(a) Without taking possession of the Mortgaged Property, in Lender's own name, to demand, collect, receive, sue for, attach and levy the Rents, and give proper receipts, releases and acquaintance therefore, and after deducting all necessary and proper out of pocket costs and expenses of operation and

collection, as determined by Lender in its sole discretion, including reasonable attorneys' fees and costs, apply the net proceeds thereof together with any funds of Borrower deposited with Lender, in reduction or payment of the Liabilities in such order of priority as Lender may, in its sole discretion, determine;

(b) Declare all sums secured hereby and by the Loan Documents immediately due and payable and, at its option, exercise any and all of the rights and remedies contained in the Loan Agreement, the Note and the other Loan Documents, as well as such rights and remedies as may be available to Lender at law or in equity, including the Uniform Commercial Code as adopted by the State of Iowa.

(c) Without regard to the adequacy of the security or solvency of Borrower, with or without any action or proceeding, through any person or by any agent, or by a receiver to be appointed by court, and irrespective of Borrower's possession, then or thereafter to enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof together with all books, documents, records, papers and accounts of Borrower relating to the Mortgaged Property, personally or by its agents or attorneys, make, modify, enforce, cancel or accept surrender of any Lease now in effect or hereinafter in effect on the Mortgaged Property or any part hereof; remove and evict any Lessee; increase or decrease Rents under any Lease; decorate, clean and repair, and otherwise do any act or incur any cost or expense which Lender may deem reasonably necessary to protect the security hereof, as fully and to the same extent as Borrower could do if in possession; insure and reinsure the Mortgaged Property and all risks incidental to Lender's possession, operation and management thereof and in such event to apply the Rents so collected to the operation and management of the Mortgaged Property, but in such order of priority as Lender shall deem proper, and including the payment of management, brokerage and attorneys' fees and disbursements and payment of the Liabilities and to the establishment and maintenance, without interest, of a reserve for replacement.

(d) Make any payments or do any acts which Borrower fails to make or do in such manner and to such extent as Lender may deem necessary to protect the Mortgaged Property or any of the Leases, including the right to appear in and defend any action or proceeding purporting to affect the Mortgaged Property or any of the Leases or the rights or powers of Lender and also the right to perform and discharge each and every obligation, covenant and agreement of Borrower contained in any Lease and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees and expenses.

(e) All rights and remedies of Lender hereunder shall be cumulative, shall be in addition to all other rights and remedies of assignee and may be exercised concurrently or independently from time to time as Lender shall elect.

(f) All remedies provided herein may, if not exercised prior to foreclosure sale pursuant to the Mortgage, be exercised at any time during the period of redemption, if any, from foreclosure sale whether or not an Event of Default exists. Any requirement of said Uniform Commercial Code for reasonable notice to Borrower shall be met if such notice is mailed, postage prepaid, to Borrower, at its address as shown on the records of Lender, ten (10) days prior to the date of sale, disposition or other event giving rise to the requirement of notice.

9. Lender Not Obligated. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases. The Leases are assigned and transferred to Lender by way of collateral security only and, accordingly, Lender, by its acceptance hereof, shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Borrower under the

Leases, whether provided for by the terms thereof or arising by operation of law or otherwise, and Borrower hereby acknowledges and agrees that Borrower is and will remain liable there under to the same extent as though this Assignment had not been made, and Lender disclaims any assumption of the obligations imposed upon Borrower by the Leases.

10. Application of Rents. In addition to any rights of Lender under the terms and provisions of the Loan Agreement, upon the occurrence and continuance of an Event of Default, all Rents collected by or on behalf of Lender each month shall be applied to the payment of or on account of the following, in such order and priority as Lender may determine:

- (a) To payment of all fees of the receiver approved by the court;
- (b) To payment of all prior or current real estate taxes and special assessments with respect to the Mortgaged Property;
- (c) To payment of all premiums, if any, then due for the insurance required by the provisions of the Mortgage;
- (d) To payment of expenses incurred for normal maintenance of the Mortgaged Property;
- (e) To the payment of all repairs, renewals, replacements, alterations, additions and improvements to the Mortgaged Property as will, in the sole judgment of Lender, make it readily rentable;
- (f) (i) If received prior to or after any foreclosure sale of the Mortgaged Property pursuant to the Mortgage (except as provided for in clause (f)(ii) hereof), then to Lender for payment of the portion of the indebtedness secured by the Mortgage then due and payable, but no such payment made after acceleration of the indebtedness secured by the Mortgage shall affect such acceleration; and  
  
(ii) If received during or with respect to the period of redemption, if any, after a foreclosure sale of the Mortgaged Property pursuant to the Mortgage, then if the purchaser at the foreclosure sale is Lender, to Lender to the extent of any deficiency of the sale proceeds to repay the indebtedness secured by the Mortgage and the balance to be retained by Lender as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to Lender, whether or not such deficiency exists.

The rights and powers of Lender under this Assignment and the application of Rents under this Paragraph 10 shall continue until expiration of the redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

11. Exculpation of Lender.

(a) The acceptance by Lender of this Assignment with all of the rights, powers, privileges and authority created hereby shall not, prior to entry upon and taking possession of the Mortgaged Property by Lender, be deemed or construed to constitute either Lender a "mortgagee in possession" nor thereafter or at any time or in any event obligate Lender to appear in or defend any action or proceeding relating to the Leases, the Rents or the Mortgaged Property or to take any action hereunder or to expend any money or incur any expenses, or perform or discharge any obligation, duty or liability under any Lease or to assume any obligation or responsibility for any security deposits or other deposits delivered to Borrower by any Lessee and not assigned and delivered to Lender, nor, shall Lender be

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liable in any way (except for its gross negligence or willful misconduct) for any injury or damage to person or Mortgaged Property sustained by any person or persons, firm or corporation in or about the Mortgaged Property.

(b) It is expressly intended, understood and agreed that this Assignment, the Loan Agreement, the Note, the Mortgage and the other Loan Documents, are made and entered into for the sole protection and benefit of Lender and its successors, participants and assigns, and no other persons or entities shall have any right at any time to act hereon; and the proceeds of the Loan do not constitute a trust fund for the benefit of any third party.

(c) Notwithstanding anything herein to the contrary, Lender by acting pursuant hereto (including, but not limited to, the exercise by Lender of any rights or remedies granted hereby) does not intend and shall not be deemed to be a partner or joint venture with Borrower or any partner of Borrower. Borrower is not acting as agent or principal of Lender for any purpose.

#### 12. No Waiver or Election of Remedies.

(a) Waiver. Neither the collection of the Rents and application as provided for in this Assignment nor the entry upon and taking possession of the Mortgaged Property by Lender shall be deemed to cure or waive any Event of Default or invalidate any act done pursuant to any such notice. The enforcement of any such right or remedy by Lender, once exercised shall continue for so long as Lender shall elect, notwithstanding that the collection and application of the Rents may have cured the original Event of Default. If Lender shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent Event of Default.

(b) Election of Remedies. The delay, omission or failure of Lender to assert any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times shall not be construed or deemed to be a waiver of any such right and nothing contained herein nor anything done or omitted to be done by Lender pursuant to this Assignment shall be deemed to be an election of remedies or a waiver by Lender of any of its rights and remedies under the Loan Agreement, the Note, the Mortgage or any other Loan Document or under the law, nor shall such act or omission be deemed to exhaust or impair any such right or power contained herein or prevent its exercise. The right of Lender to collect and enforce the payment and performance of the Liabilities and to enforce any other security therefore may be exercised by Lender, either prior to or simultaneously with or subsequent to any action taken hereunder. To the extent permitted by law, Lender shall not be required to seek the appointment of a receiver or to institute any proceeding of any kind, possessory or otherwise, to secure or enjoy the full benefits of this Assignment.

#### 13. Appointment of Attorney-in-Fact.

(a) Rents. During the continuance of an Event of Default, Borrower hereby constitutes and appoints Lender the true and lawful attorney-in-fact, coupled with an interest, of Borrower, empowered and authorized in the name, place and stead of Borrower, to demand, sue for, attach, levy, recover and receive all Rents and give property receipts, releases and acquaintance therefore and after deducting expenses of collection, to the extent permitted by law, to apply the net proceeds as a credit upon any portion of the Liabilities selected by Lender notwithstanding the fact that such portion of the Liabilities may not then be due and payable or that such portion of the Liabilities is otherwise adequately secured, and Borrower does hereby authorize and direct any such Lessee to deliver such payment to Lender in accordance with this Assignment, and Borrower hereby ratifies and confirms all that their said attorney, Lender, shall do or cause to be done by virtue of the powers granted hereby. The foregoing appointment is irrevocable and continuing and such rights, powers and privileges shall be exclusive in Lender, its successors and assigns. A Lessee may not inquire into the authority of Lender to collect any Rents, and its obligations to Borrower shall be absolutely discharged to the extent of any payment to Lender.



(b) Leases. Upon the occurrence and during the continuance of an Event of Default, Borrower hereby constitutes and appoints Lender the true and lawful attorney-in-fact, coupled with an interest, of Borrower, empowered and authorized in the name and stead of Borrower, to subject and subordinate at any time and from time to time any Lease or any part thereof to the lien and security interest of the Mortgage or any other mortgage or security agreement on or to any ground lease of the Mortgaged Property, or to request or require such subordination, where such reservation, option or authority was reserved to Borrower under any such Lease, or in any case where Borrower otherwise would have the right, power or privilege so to do. The foregoing appointment is irrevocable and continuing and such rights, powers and privileges shall be exclusive in Lender, its successors and assigns and Borrower hereby warrants that Borrower has not, at any time prior to the date hereof, assigned the right to do so, and Borrower hereby covenants not to exercise any such right to subordinate any such Lease to the lien of the Mortgage or to any other mortgage or security agreement or to any ground lease unless required to do so by Lender.

14. Borrower's Indemnities. Borrower shall and does hereby agree, to the maximum extent allowed by law, to indemnify and hold Lender harmless of and from any and all liability, loss, cost or damage which Lender may or might incur under any of the Leases or under or by the reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases prior to Lender's acquisition of fee ownership of the Mortgaged Property, **THE FOREGOING INDEMNITY SHALL APPLY TO THE SIMPLE NEGLIGENCE OF LENDER**; provided, Borrower shall not be obliged to indemnify and hold Lender harmless from any liabilities, losses, costs, or damages to the extent such are attributable to the gross negligence or willful misconduct of Lender, or any of its agents, contractors, or employees. Should Lender incur any such liability, loss, cost or damage under any of the Leases or by reason of this Assignment, or in the defense of any claims or demands, the amount thereof including out of pocket costs, expenses and reasonable attorneys' fees and costs, shall be secured hereby, and by all other security for the payment of the Loan including specifically, but without limitation, the lien and security interest of the Mortgage, and Borrower shall reimburse Lender therefore immediately upon demand. Lender shall immediately notify Borrower of any claim or demand asserted against Lender, and Borrower shall be entitled to participate in the defense on its own behalf.

15. Delivery of Leases - Further Acts and Assurances. Until the Liabilities secured hereby shall have been paid in full and discharged, Borrower shall deliver to Lender a true copy of each existing, executed Lease and all other future Leases when executed upon all or any part of the Mortgaged Property and shall transfer and assign such other and future Leases upon the same terms and conditions as contained herein and Borrower hereby covenants and agrees to make, execute and deliver to Lender upon demand and at any time or times, any and all assignments and other documents and instruments which Lender may deem reasonably necessary to carry out the purposes and intent of this Agreement. In addition, Borrower shall obtain all consents necessary for this Assignment from the lessors under any Lease in which Borrower is the lessee.

16. No Merger of Estates. So long as the Liabilities secured hereby remain unpaid and undischarged and unless Lender otherwise consents in writing, the fee and the leasehold estates in and to the Mortgaged Property shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates either in Borrower, Lender or in any Lessee or in any third party by purchase or otherwise.

17. Release. The assignment contained herein and all rights herein assigned to Lender shall cease and terminate as to all Leases: (i) upon the satisfaction of all Liabilities; or (ii) upon the release of the Mortgaged Property subject to such Lease from the lien of the Mortgage covering such Mortgaged Property pursuant to the provisions of the Mortgage. It is expressly understood that no judgment or decree that may be entered on any of the Liabilities shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect as herein provided. The provisions of this Assignment shall also remain in full force and effect

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during the pendency of any proceedings for the foreclosure and/or sale of the Mortgaged Property, or any part thereof, both before and after sale, until the issuance of a deed pursuant to a decree of foreclosure and/or sale, and during the entire period of redemption, if any, unless all Liabilities are fully satisfied. Lender may take or release other security for the Liabilities, may release any party primarily or secondarily liable therefore and may apply any other security held by it to the satisfaction of the Liabilities, without prejudice to any of its rights under this Assignment.

18. Notices. All notices, demands or documents of any kind which either party hereto may be required or may desire to serve upon the other party hereunder shall in writing and shall be given and delivered as provided in the Loan Agreement.

19. Parties Bound. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns and all Lessees, and all subtenants and assigns of such Lessees and all subsequent owners of the Mortgaged Property and all subsequent holders of the Liabilities.

20. Modifications. No provision hereof shall be modified or limited by course of conduct or usage of trade except by a written agreement expressly referring hereto and to the provision so modified or limited and signed by Borrower and Lender.

21. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. Interpretation. The headings contained in this Assignment are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. In this Assignment, whenever the context so requires the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case.

23. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (opposed to the conflicts of laws provisions) of the State of Iowa.

24. Conflict Between Documents. In the event of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail. A provision in this Assignment shall not be deemed inconsistent with the Loan Agreement by reason of the fact that no provision in the Loan Agreement covers such provision in this Assignment.

25. Time of Essence. Time is of the essence with respect to this Assignment and each and every provision hereof of which time is an element.

26. Acknowledgment of Receipt of Copy. Borrower hereby acknowledges receipt of a copy of this Assignment.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO**

**OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE ALSO APPLIES TO ANY OTHER CREDIT AGREEMENTS (EXCEPT CONSUMER LOANS OR OTHER EXEMPT TRANSACTIONS) NOW IN EFFECT BETWEEN YOU AND THIS LENDER.**

IN WITNESS WHEREOF, Borrower has duly executed this Assignment as of the day and year first hereinabove written.

**BORROWER:**

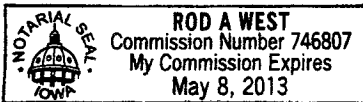
By: *Mark W. Platt*  
Mark W. Platt

STATE OF IOWA                    )  
  ) ss  
COUNTY OF DALLAS            )

On this 28<sup>TH</sup> day of February 2013, before me, a Notary Public in the state of Iowa, personally appeared **Mark W. Platt** to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

My commission expires:

*Rod A West*  
Notary Public



**EXHIBIT A**

**Legal Description**

The West Half (1/2) of the Northwest Quarter (1/4) of Section Thirty-Three (33), AND the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-Two (32); ALL in Township Seventy-Five (75) North, Range Twenty-Nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa.