FMF:dr
CBC(52)
(Rev 9-79)

REAL ESTATE MORTGAGE

THIS MORTGAGE, made this 21st day of January ,19 86 , between ROLLING HILLS FS, INC. of 421 North 10th Street, P. O. Box 191, Winterset, Iowa 50273 organized and existing under the laws of the State of Iowa , (hereinafter called the "Mortgagor") and Omaha Bank for Cooperatives, organized, chartered and existing under the Farm Credit Act of 1971, and any amendments thereto, whose address is 800 Farm Credit Building, 206 South 19th Street, Omaha, Nebraska 68102 (hereinafter called the "Mortgagee").

FOR ASSIGNMENT SEE Mtg RECORD 178 PAGE 204 10-20-93

WHEREAS, in accordance with the Loan Agreement dated the 21st day of January ,19 86 , Mortgagor and Mortgagee have established and evidenced the general agreement of Mortgagor and Mortgagee that when the Mortgagor is determined by the Mortgagee to be an eligible borrower, the Mortgagor and Mortgagee, by entering into one or more Supplements to the Loan Agreement, will evidence the willingness of Mortgagee to loan money to Mortgagor in accordance with the terms and conditions of the Loan Agreement as supplemented by one or more Supplements.

WHEREAS, Mortgagor's obligation to repay any loans made by Mortgagee to Mortgagor will be evidenced by said Loan Agreement, by one or more Supplements to said Loan Agreement and by one or more Demand Promissory Notes aggregating in principal amounts the amount of money which the Mortgagee has committed to lend to the Mortgagor (which such Demand Promissory Notes are hereinafter individually and collectively referred to as the "Note") and, in addition to the obligation to repay the foregoing described loans, Mortgagor has other indebtedness, liabilities and obligations to Mortgagee as is provided in said Loan Agreement and said Supplements to said Loan Agreement.

FOR ASSIGNMENT SEE Mtg RECORD 178 PAGE 202 9-11-95

WHEREAS, from time to time after the date hereof, at the option of the parties, Mortgagor and Mortgagee may enter into one or more Supplements to said Loan Agreement to provide for the Mortgagee making additional loans to the Mortgagor and changing the other obligations of Mortgagor to Mortgagee, PROVIDED, HOWEVER, THIS RECITAL SHALL NOT CONSITUTE A COMMITMENT TO MAKE ADDITIONAL LOANS IN ANY AMOUNT.

WHEREAS, Mortgagor's obligation to repay all future loans, additional advances and increased advances other than those made in accordance with the Loan Agreement, and one or more Supplements dated on or before the date hereof, will be evidenced by said Loan Agreement, by one or more Supplements to said Loan Agreement, and by one or more Demand Promissory Notes.

WHEREAS, Mortgagor desires to mortgage the real estate described herein to secure the payment of all of Mortgagor's indebtedness, liabilities and obligations to Mortgagee, including the indebtedness, liabilities and obligations evidenced by said Loan Agreement and one or more Supplements to said Loan Agreement, and by one or more Demand Promissory Notes dated on or before the date hereof, and including all future loans, additional advances, increased advances and all future indebtedness, liabilities and obligations of Mortgagor to Mortgagee, evidenced by said Loan Agreement, and by one or more Supplements to said Loan Agreement, and by one or more Demand Promissory Notes dated after the date hereof.

NOW, THEREFORE, for and in consideration of the premises and the amount of the initial advance made to Mortgagor by Mortgagee in accordance with said Loan Agreement, and one or more Supplements thereto, and to induce Mortgagee to make future advances to Mortgagor, in order to secure the payment of all of Mortgagor's indebtedness, liabilities and obligations to Mortgagee, including the indebtedness, liabilities and obligations evidenced by said Loan Agreement, and one or more Supplements to said Loan Agreement and by one or more Demand Promissory Notes, and including all future loans, additional advances, increased advances and all future obligations of Mortgagor to Mortgagee made and incurred prior to January 21, 1996 , the principal amount of all of which, not including sums advanced to protect the hereinafter defined Property, shall not exceed $ 10,000,000.00 , the Mortgagor has executed and delivered this mortgage and hereby grants, sells and conveys to said Mortgagee the following described property, to wit:

All of the following described real estate in Madison County, Iowa, to wit:

For Amendment to Mtg Rec 161-520

Starting at a point 653.0 feet East of the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 33, Township 76 North, Range 27 West; thence South 50.0 feet to the point of beginning; thence South 473.0 feet; thence East 184.0 feet; thence North 473.0 feet; thence West 184.0 feet to the point of beginning, and containing 2.0 acres, more or less; also a permanent road easement covering real estate described as: Starting at a point 625.0 feet East of the Northwest corner of the Northeast Quarter of the Northeast Quarter, Section 33, Township 76 North, Range 27 West; thence South 50.0 feet to the point of beginning; thence South 473.0 feet; thence East 28.0 feet; thence North 473.0 feet; thence West 28.0 feet to the point of beginning; EXCEPT a tract starting at a point 653 feet East of the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 33, Township 76 North, Range 27 West of the 5th P.M., thence South 50 feet to the point of beginning, thence South 473 feet, thence East 12 feet, thence North 473 feet, and thence West 12 feet to the point of beginning, and containing .1313 acres, more or less.

Also -

For Amendment to Mtg Rec 145 Page 215

Beginning at the point of intersection of the East line of Tenth Street in the City of Winterset, Iowa, with the South line of the Chicago, Rock Island and Pacific Railroad Company's right-of-way located in the West Half of the Southeast Quarter of Section 31, Township 76 North, Range 27 West of the 5th P.M.; thence Easterly along said right-of-way line 110 feet; thence Northerly at right angles 150 feet to a point 20 feet Southerly of, and parallel with the center line of said Railroad Company's main track; thence Westerly along said parallel line 110 feet to the East line of Tenth Street; thence Southerly along said East line 150 feet to the point of beginning.

Also -

RELEASED 4-27-00 SEE Mtg RECORD 217 PAGE 309

Compared

FILED NO. 1782
BOOK 145 PAGE 27
1986 FEB 27 AM 8:50
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $35.00

MTG. REC. 145

27

Commencing at a point on the North line of the right-of-way of the Chicago, Rock Island and Pacific Railroad Company at the intersection therewith of the East line of East 10th Street in the City of Winterset, Madison County, Iowa, said point being at or near the Southwest corner of the Northeast Quarter of Section 31, in Township 76 North, Range 27 West of the 5th P.M., and running thence North along the East line of East 10th Street 258 feet to a point opposite the South line of Filmore Street in said City; thence East 69 rods to a point 254 feet North of the North line of said right-of-way; thence South to the North line of said right-of-way; thence West along said right-of-way to the place of beginning.

Also all of the following described real estate in Warren County, Iowa, to wit:

That part of the Northwest Quarter of the Southwest Quarter of Section 26, Township 76 North, Range 24 West of the 5th P.M., described as follows: Beginning at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 26 and running thence South 88°50' East, 286.55 feet; thence South 859 feet to the North right-of-way line of State Highway No. 92; thence North 88°50' West along said right-of-way line 286.55 feet; thence North 859 feet to the point of beginning, excepting therefrom a tract in the Southeast corner thereof 300 feet North and South by 100 feet East and West.

Also -

That part of the Northwest Quarter of the Southwest Quarter of Section 26, Township 76 North, Range 24 West of the 5th P.M., Iowa, beginning at a point on a line running South 88°50' East 286.55 feet from the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 26, Township 76 North, Range 24 West of the 5th P.M., Iowa; thence South 88°50' East 290 feet; thence South 859 feet to the North right-of-way line of State Highway 92; thence North 88°50' West along said right-of-way line 290 feet; thence North 859 feet to point of beginning, containing 5.71 acres, more or less.

Also all of the following described real estate in Adair County, Iowa, to wit:

A two-acre tract of land located in the Southwest Quarter of Section 8, Township 75 North, Range 31 West of the 5th P.M., Adair County, Iowa, and more particularly described as follows: Commencing at the Southwest corner of said Section 8; thence North 00°00' East along the West line of said Section 8, 1234.2 feet; thence South 89°55' East 1924.3 feet; thence North 00°05' East 40.0 feet to the point of beginning; thence North 00°05' East 217.8 feet; thence South 89°55' East 400.0 feet; thence South 00°05' West 217.8 feet; thence North 89°55' West 400.0 feet to the point of beginning. Subject to easement recorded in Book 194, Page 115. Also that land subject to easement for public roads and lying immediately South of the above-described tract and extending to middle of public road and further described as commencing at a point at the Southwest corner of said tract; thence East along the South side of said tract a distance of 400 feet to the Southeast corner of said tract; thence South 40 feet to center of road; thence West 400 feet; thence North 40 feet to point of beginning.

Also -

A tract of land located in the Northwest Quarter of the Northwest Quarter of Section 5, Township 76 North, Range 32 West of the 5th P.M., in Adair County, Iowa, more particularly described as: Beginning at the Northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 5-76-32, said point being the true point of beginning, thence due East along the North line of said Northwest Quarter a distance of 550.00 feet to an iron pin; thence South 00°42'30" East a distance of 350.00 feet to an iron pin; thence due West a distance of 550.00 feet to a point on the West line of said Northwest Quarter; thence North 00°42'30" West along the West line of said Northwest Quarter a distance of 350.00 feet to the true point of beginning, containing 4.42 acres, subject to easements of record.

Also -

A tract of land in the Southeast Quarter of the Southwest Quarter of Section 16, Township 74 North, Range 31 West of the 5th P.M., located in Adair County, Iowa, more particularly described as follows: Beginning at the Southeast corner of the

Southeast Quarter of the Southwest Quarter of said Section 16-74-31, thence due North along the East line of the Southeast Quarter of the Southwest Quarter of said Section 16-74-31 a distance of 532.5 feet to a point, said point being the true point of beginning; thence North 89°00' West a distance of 30.0 feet to an iron pin on the West right-of-way line of a county road; thence North 89°00' West a distance of 562.9 feet to an iron pin; thence due North a distance of 700.7 feet to an iron pin on the South right-of-way line of Burlington Northern Railroad North Branch; thence Southeasterly a distance of 792.3 feet along the South right-of-way line of the Burlington Northern Railroad North Branch, being a circular curve with a radius of 1482.4 feet concave Northeasterly to an iron pin, said iron pin being on the West right-of-way line of a county road; thence continuing on the South right-of-way line of the Burlington Northern Railroad North Branch a distance of 43.1 feet to a point on the East line of the Southeast Quarter of the Southwest Quarter of said Section 16-74-31; thence due South a distance of 136.6 feet to the true point of beginning, containing 4.96 acres, subject to all recorded easements.

Also all of the following described real estate in Union County, Iowa, to wit:

All that part of the East Half of Block 9 in Section 16, Township 72 North of Range 29 West of the 5th P.M., which lies South of the Chicago, Burlington & Quincy Railroad Company (formerly the Burlington & Missouri River Railroad Company), in Afton, Union County, Iowa.

Also all of the following described real estate in Wayne County, Iowa, to wit:

Lots 1 through 12, inclusive, together with the vacated alley lying adjacent to said Lots 1 through 12, all in Block 1, of North Addition to the Town of Humeston, Iowa.

Also -

That part of vacated Wabash Avenue in the Town of Humeston, Iowa, described as follows: Commencing at a point where the East line of Fourth Street intersects the South line of the Railroad right-of-way of the Chicago, Burlington & Quincy Railroad Company; thence running South to the South line of former Wabash Avenue; thence in a Southeasterly direction along the South line of former Wabash Avenue 390 feet to the East line of Fifth Street; thence North to the South line of the Railroad right-of-way; thence West to the point of beginning.

Also -

The South 25 feet of the former Burlington Northern Railroad Company's right-of-way beginning at the East line of Fourth Street and extending East 385 feet in the Town of Humeston, Wayne County, Iowa.

Also all of the following described real estate in Clarke County, Iowa, to wit:

Lots 1, 2, 3, 4 and all of Lot 7 lying North of the South line of said Lot 4, all in Block 13, in the Original Town of Murray, Clarke County, Iowa.

Also -

That part of Lot 1 in the Southeast Quarter of Section 10, Township 72 North, Range 27 West of the 5th P.M., described as follows: Commencing at the intersection of the East line of Troy Street in said Town of Murray, Iowa, and the Southerly line of the right-of-way of Chicago, Burlington & Quincy Railroad Company; running thence South along the Easterly line of said Street, 16 feet; thence East at right angles 194 feet; thence North at right angles 116 feet and 8 inches, more or less, to the Southerly line of said right-of-way; thence Southwesterly along said Southerly line of said right-of-way to place of beginning.

Also all of the Mortgagor's interest under leasehold now in effect or hereinafter acquired and all of the Mortgagor's title which it may hereinafter acquire in any of the following described property leased from Burlington Northern Railroad company at Greenfield, Adair County, Iowa, to wit:

Beginning at a point 54 feet Southerly from a point in the center line of the Railroad Company's main track, opposite the center of the depot building at Greenfield, Iowa, said distance being measured along said center line and East 134 feet at right angles to said center line; thence East 60 feet; thence North 60 feet; thence West 60 feet; thence South 60 feet to place of beginning, containing 3600 square feet, more or less.

Also all of the following described buildings and improvements in, on, or about the leased land above described, to wit:

Bulk petroleum plant comprising storage tanks and related facilities.

Also all of the Mortgagor's interest under leasehold now in effect or hereinafter acquired and all of the Mortgagor's title which it may hereinafter acquire in any of the following described property leased from Burlington Northern Railroad Company at Orient, Adair County, Iowa, to wit:

The 24 feet lying South of a line 136 feet South of the center line of the main track, beginning at a point 184 feet West of the center line of the depot, measured along the center line of said track and extending West 60 feet, in the Town of Orient, Iowa, containing 1440 square feet, more or less.

Also all of the following described buildings and improvements in, on, or about the leased land above described, to wit:

Bulk petroleum plant comprising storage tanks and related facilities.

Also all of the Mortgagor's interest under leasehold now in effect or hereinafter acquired and all of the Mortgagor's title which it may hereinafter acquire in any of the following described property leased from Burlington Northern Railroad Company at Afton, Union County, Iowa, to wit:

Beginning at a point 204.8 feet Westerly of the center line of depot, measured along the center line of the Burlington Northern's Westbound main track, and 64 feet Southerly of and measured at right angles thereto, said point being 24 feet Southerly of and measured at right angles to the center line of track #2; thence Southerly at right angles to the said main track 94 feet; thence Westerly at right angles 100 feet; thence Northerly at right angles 94 feet; thence Easterly at right angles 100 feet to the point of beginning, in the Town of Afton, Iowa, containing 9400 square feet.

Also all of the following described buildings and improvements in, on, or about the leased land above described, to wit:

Bulk petroleum plant comprising storage tanks and related facilities.

Also all of the Mortgagor's interest under leasehold now in effect or hereinafter acquired and all of the Mortgagor's title which it may hereinafter acquire in any of the following described property leased from Burlington Northern Railroad Company at Murray, Clarke County, Iowa, to wit:

A parcel of land lying South of the Burlington Northern track in Murray, Clarke County, Iowa, described as: Beginning at the Southeast corner of Lot 7, Block 13, in the Original Town of Murray; thence North 110 feet to the point of beginning, which point is also 210 feet Southeasterly at right angles to the main track; thence Northwesterly a distance of 175 feet, more or less, to a point 8-1/2 feet Southeasterly of and at right angles to the Burlington Northern Railroad Company side track #4; thence Southwesterly parallel with and 8-1/2 feet Southeasterly of said side track a distance of 540 feet to a point on the Northerly extension of the East side of Colfax Street; thence due South along the said Northerly extension of the East side of Colfax Street a distance of 170 feet, more or less, to a point 52.5 feet from the Southwest corner of Lot 3, Block 23 in the Original Town of Murray; thence Northeasterly 610 feet, more or less, to the point of beginning.

Also all of the Mortgagor's interest under leasehold now in effect or hereinafter acquired and all of the Mortgagor's title which it may hereinafter acquire in any of the following described property leased from Donald D. Mullin in a lease dated December 1, 1974, located in Union county, Iowa, to wit:

Lots 15 and 16, except the West 205 feet of said Lots 15 and 16, and all of Lot 17, of Johnson's Subdivision of Creston, located in the Northeast Quarter of the Southwest Quarter of Section 7, Township 72 North, Range 30 West of the 5th P.M., Union County, Iowa.

Also all of the following described buildings and improvements in, on, or about the leased land above described, to wit:

Propane plant comprising storage tanks and related facilities.

Together with all of the improvements now or hereafter erected on the foregoing described property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the foregoing described property, all of which, including replacements and additions thereto, shall be deemed to be and remain part of the property covered by this Mortgage; and all of the foregoing, together with said foregoing described property (or the leasehold estate in the event this Mortgage is on leasehold) are herein referred to as the "Property."

TO HAVE AND TO HOLD the Property unto the Mortgagee, forever, the intention being to convey an absolute title in fee to said Property and the Mortgagor covenants and agrees:

FIRST. That it will keep the Property and all parts thereof insured by policies of insurance, of such kinds and in forms and amounts and with a company or companies satisfactory to the Mortgagee, with a clause or clauses attached making loss payable to the Mortgagee as its interest may appear; if so requested by the Mortgagee, the said policies of insurance are to be delivered to the Mortgagee. The Mortgagee is hereby given a first lien on any insurance proceeds paid as a result of loss or damage to the Property. Any insurance funds paid to the Mortgagee as a result of damage or loss to the Property shall, at the option of the Mortgagee, be credited against the payment or payments of the indebtedness, liabilities and obligations secured by this Mortgage.

SECOND. That it will pay all premiums upon insurance policies, licenses, or fees legally owing by the Mortgagor, and all taxes and assessments which may be levied or assessed upon the Property, and in default thereof the Mortgagee may pay the said insurance premiums, licenses, fees, taxes, or assessments due, and any amount so paid shall become a part of the principal debt, shall bear interest from the date of payment at the rate of eighteen percent per annum, shall, together with interest, be a lien on the Property and be secured by this mortgage, and shall be immediately due and payable.

THIRD. That it will keep all buildings and equipment subject to this mortgage in good and substantial repair during the continuance hereof and will not cause, suffer, or permit waste thereof.

FOURTH. That it will bear all expenses or costs incident to the release of the lien of this mortgage, in whole or in part.

FIFTH. That it will, at all times during the existence of any part of the lien herein provided for, maintain its corporate existence and operate its business as a cooperative association qualified under the provisions of the Act of Congress known as the Farm Credit Act of 1971, as amended.

SIXTH. That it will not, during the existence of any part of the lien herein provided for, sell, lease, or assign all, or any part of the Property without the prior written consent of the Mortgagee approving such sale, lease, or assignment.

SEVENTH. That no remedy herein conferred on or reserved to the Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative to and shall be in addition to every other remedy given hereunder, and now or hereafter existing at law or in equity or, by statute, by operations of law or otherwise.

EIGHTH. That every right, remedy, privilege, covenant, agreement, and power granted hereunder to the said Mortgagee shall run, inure and be likewise for the benefit of any or all successors or assigns of said Mortgagee.

NINTH. That it is lawfully seized of the Property, has good right to sell and convey same, free of all encumbrances, that it will defend the quiet enjoyment thereof by the Mortgagee, and will warrant and defend the same against all lawful claims of any person whomsoever; that it will not remove all or any portion of the said Property from the county.

TENTH. That in the event the Mortgagor defaults in the payment of all or any of the indebtedness, liabilities and obligations of Mortgagor to Mortgagee evidenced by said Loan Agreement and by one or more Supplements to said Loan Agreement, and by one or more Demand Promissory Notes, when due whether by acceleration or otherwise, or defaults in the payment of any insurance premium or taxes and such default shall continue for a period of 10 days, or in the event of the violation of any of the other above conditions, agreements or covenants, or in the event the Mortgagor fails or refuses to make the investment in Class C stock of the Mortgagee as required by the Farm Credit Act of 1971, as amended, or upon any change of ownership by legal process, execution, judicial sale, or operation of law, or if the Mortgagor shall cease the operation of its plant, then the Mortgagee may elect, without notice, that the whole of the principal sum hereby secured, or so much as shall then remain unpaid, together with any interest accrued thereon, shall immediately become due and payable, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy. Provided that in the event of such default and prior to said foreclosure and sale, the Mortgagee is hereby authorized to enter upon the Property, to take possession of the same, and to rent or lease any of the Property to any person, who is hereby authorized to occupy the said Property, the proceeds thereof, after deducting all necessary expenses, to be applied to the payment of the indebtedness, liabilities and obligations secured hereby; and said Mortgagor hereby appoints and designates the Mortgagee, or any person appointed by it therefor, as its agent and attorney in fact, with full power and authority to execute, in the name of and by authority of the Mortgagor, any instrument by which the Mortgagee exercises any of the rights and privileges herein conferred. In the event of any action by the Mortgagee to enforce collection of said indebtedness, liabilities or obligations, the Mortgagor agrees that all taxable costs of such action, including statutory attorney fees for plaintiff's attorney and the cost of extending the abstract of title shall become a part of said indebtedness, liabilities or obligations secured hereby and shall be paid by the Mortgagor.

ELEVENTH. That the omission of the Mortgagee to exercise any option hereunder, in case of any default by the Mortgagor, shall not preclude it from the exercise thereof at any subsequent time, or for any subsequent default, and nothing but a written contract of the Mortgagee shall be a waiver of any such option.

TWELFTH. It is further agreed that in case of default in respect to any of the terms of this mortgage, the Mortgagee, either before or on the commencement of an action to foreclose this mortgage, or at any time thereafter, shall be entitled to the appointment of a receiver, who shall have the power to take and hold possession of said Property and to rent the same, collect the rents and profits therefrom for the benefit of said Mortgagee, pay the taxes levied against said Property, and keep the same in repair, and such right shall in no event be barred, forfeited, or retarded by reason of judgment, decree or sale in such foreclosure, and the right to have such receiver appointed upon application of the Mortgagee shall exist regardless of the fact of solvency or insolvency of the Mortgagor, and regardless of the value of said mortgaged premises, or the waste, loss, and destruction of the rents and profits of said mortgaged premises during the statutory period of redemption. The right to the appointment of such receiver shall be construed as auxiliary to and in aid of any other rights under this mortgage as hereinbefore provided, and in no manner as detracting from or in derogation of said lien.

THIRTEENTH. And whereas the said Mortgagor in making application for a loan has made certain representations to the Mortgagee as to the purpose or purposes for which the money loaned on this mortgage was borrowed, such representations are hereby specifically referred to and made a part of this mortgage. It is further agreed that this mortgage is made pursuant, and is subject to all the provisions of the Act of Congress known as the Farm Credit Act of 1971, and all Acts amendatory thereof or supplementary thereto.

CBC-521-3
(Rev 9-79)

PROVIDED, NEVERTHELESS, that this mortgage and all the conditions hereof, shall be and become null and void upon the making by the Mortgagor of the payments and meeting of conditions and covenants herein stated, otherwise to remain in full force and effect.

The Mortgagor hereby acknowledges that the Mortgagee has delivered to it, and it has, at the time of the delivery of this mortgage, received a true duplicate copy of said instrument.

IN WITNESS WHEREOF, the Mortgagor having complied with all the conditions necessary to render this a valid mortgage, and its officers being duly authorized to do so, has executed this mortgage and affixed its seal thereto on the day and year first above written.

(Corporate Seal)

ROLLING HILLS FS, INC.

Mortgagor

By: Thomas L. Dunphy
President

Thomas L. Dunphy

ATTEST: Ben M. Kern
Secretary

Ben M. Kern

ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MADISON } ss.

On this 24 day of February, 19 86, before me Clair Rew

Thomas L. Dunphy

and Ben M. Kern

to me personally known, who, being by me duly sworn did say that they are respectively, President and Secretary of ROLLING HILLS FS, INC., Winterset, Iowa 50273

**that the seal affixed to said instrument is the seal of said corporation,
**that said ~~corporation has no corporate seal~~

and that the instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that said officers above named acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, and by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal at Winterset, Iowa 50273, in said County, the day and year last above written.

My commission expires June 8, 1986

Clair Rew
Notary Public in and for said County and State

Clair Rew

(SEAL)

**CROSS OUT LINE NOT APPLICABLE.