RELEASED 4-23-96 SEE MORTGAGE RECORD 181 PAGE 569

M O R T G A G E

THIS INDENTURE, made this 21st day of March, A.D. 1986, between Quail Ridge Partnership, an Iowa General Partnership; Harold A. Carver and Linda A. Carver, husband and wife; William W. Iversen and Julie D. Iversen, husband and wife; Leo A. Milleman and Jane A. Milleman, husband and wife; Gladys T. Scholtes and Wayne H. Scholtes, wife and husband; J. Ronald George and Ethel M. George, husband and wife; Michael D. Boehlje and Mary J. Boehlje, husband and wife; Jan C. Haugen and Sharon K. Haugen, husband and wife; and John D. Shierholz and Suzan G. Shierholz, husband and wife, of the County of Story and State of Iowa; and David A. Varland and Marvel H. Varland, husband and wife; and Lowell O. Skinner and Ruby L. Skinner, husband and wife, of the County of Wright and State of Iowa, hereinafter (whether one or more in number) called the Mortgagors, and THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, a New Jersey corporation, having its National Farm Loan Office in Ames, Iowa, hereinafter called the Mortgagee:

FOR ASSIGNMENT SEE MTG. RECORD 166 PAGE 457 3-2-99

Witnesseth, That the Mortgagors, for and in consideration of the sum of THREE HUNDRED SEVENTY-FIVE THOUSAND Dollars, the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey unto the Mortgagee, forever, in fee simple, the following-described real estate, situated in the County of Madison and State of Iowa, to-wit:

Real estate described in Exhibit "A" attached hereto and incorporated herein by reference,

together with the rents, issues and profits of the real estate, and the crops raised thereon from now until the debt secured hereby shall be paid in full, the intention being to convey an absolute title in fee to the premises.

To Have and to Hold the premises above described with the appurtenances thereunto belonging, unto the Mortgagee, forever; and the Mortgagors covenant that the above-described property is free from encumbrances; and that the Mortgagors have full right and authority to convey the same and will warrant and defend the title thereto against the lawful claims of all persons whomsoever; and the Mortgagors release and relinquish all right of dower or distributive share therein, and any benefit of exemptions under the laws of the state of Iowa or the United States.

Provided, Always, and these presents are upon the express conditions that if the Mortgagors shall pay or cause to be paid to the Mortgagee, the principal sum above stated according to the terms of a promissory note bearing even date herewith, executed by Quail Ridge Partnership, an Iowa General Partnership; Harold A. Carver, individually; Linda A. Carver, individually; William W. Iversen, individually; Julie D. Iversen, individually; Leo A. Milleman, individually; Jane A. Milleman, individually; Gladys T. Scholtes, individually; Wayne H. Scholtes, individually; R. Ronald George, individually;

Compared

2142

IND. REC PAGE

STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 2142 Filed for Record this 15 day of April 19 86 at 2:53 PM
Book 145 Page 222 Recording Fee 60.00 Mary E. Welty, Recorder, By Shirley G. Henry Deputy

Ethel M. George, individually; Michael D. Boehlje, individually; Mary J. Boehlje, individually; Jan C. Haugen, individually; Sharon K. Haugen, individually; John D. Shierholz, individually; Suzan G. Shierholz, individually; David A. Varland, individually; Marvel H. Varland, individually; Lowell O. Skinner, individually; and Ruby L. Skinner, individually; and payable to the order of the Mortgagee at its office in Ames, Iowa, with payments as therein specified, the last installment being due and payable January 1, 2001, with interest thereon, on the unpaid amount thereof, at the rate or rates and payable as set forth therein, and with interest at the penalty rate stated in the note on any installment of interest which shall not have been paid when due, and on the principal sum, or any installment thereof, after the same becomes due, all according to the tenor and effect of the note, then these presents to be void, otherwise to remain in full force and effect; and if default be made in the payment of any installment of principal or of interest, or in case of failure to perform any of the covenants herein contained, the total principal, or so much thereof as shall then remain unpaid, with the interest due and accruing thereon, at the option of the Mortgagee, shall become at once due and payable, without notice to the Mortgagors, and suit may be brought for the collection thereof and for the foreclosure of this mortgage.

THE NOTE SECURED HEREBY EXPRESSLY PROVIDES THAT AT CERTAIN TIMES THE HOLDER THEREOF MAY AT ITS OPTION CHANGE OR ADJUST THE INTEREST RATES SET FORTH THEREIN.

The Mortgagors agree to pay, or cause to be paid, the principal sum and interest as specified above and in the note, together with all costs and expenses of collection.

The Mortgagors hereby covenant and agree that if the title to the security premises or any part thereof is transferred (or becomes subject to an agreement to be transferred) to another or others or becomes further encumbered, without the written consent of the Mortgagee, then the entire unpaid balance of the indebtedness secured hereby (including advancements and accrued interest) shall at the election of the Mortgagee become immediately due and payable. Such election shall not constitute a waiver of the prepayment limitation contained in said note.

The Mortgagors agree that should the Mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or in maintaining the priority hereof, the Mortgagors shall refund all monies, costs, charges and expenses paid out or incurred by reason thereof; and shall also pay a reasonable sum to the Mortgagee, to defray its attorney's fees incurred thereby, and this mortgage shall be security for all of said sums.

The Mortgagors agree to pay all taxes and assessments levied under the laws of the State of Iowa, which may now be or hereafter become a lien on the premises, or on this mortgage, or on the lien hereby created, or on the note or debt hereby secured before any penalty for nonpayment attaches thereto; also to abstain from the commission of waste on said premises, and keep the

buildings in good repair and insured against loss or damage by fire and windstorm in companies and in amounts satisfactory to the Mortgagee, and assign and deliver to the Mortgagee the policies of insurance, and the renewals thereof, with satisfactory mortgage clause attached, and in case of failure to do so, the Mortgagee may pay such taxes and assessments, make such repairs or effect such insurance; and the amounts paid therefor, with interest from the date of payment, at the penalty rate stated in the note, shall be collectible with, as part of, and in the same manner as the principal sum hereby secured.

The Mortgagors agree that any monies received on account of any insurance loss may, at the option of the Mortgagee, (a) be applied to repairing or rebuilding in a manner agreed to by the Mortgagee, or (b) be applied toward payment of the indebtedness secured, in a manner to be determined by the Mortgagee, notwithstanding the same may not then be due, or (c) be paid to the Mortgagors, or their successors in title, without affecting the lien of this mortgage for the full amount secured and remaining unpaid.

The Mortgagors agree that any and all royalties, monies, rents, profits, damages or compensation arising directly or indirectly from any and all coal, oil, gas, gravel, or other mineral rights, or leases, or from the operation of any gravel pit or pits, or from the granting of any easement whatsoever, or by reason of the exercise of the right of eminent domain by any corporation or by any municipal, county, state or federal government or any subdivision or agency thereof, shall at the option of the Mortgagee, belong to and be paid to it. Any monies so paid to the Mortgagee shall be applied in reduction of the principal of the indebtedness secured, whether due or not, or upon the interest accrued or accruing thereon, or on any advancements that may have been made under the terms of this mortgage, as the Mortgagee may elect. And further, the Mortgagors transfer, assign and set over to the Mortgagee any and all royalties, monies, rents, profits, damages, or compensation arising in any of the manners and from any of the sources above mentioned, and the lessee, assignee, sublessee, successor, or any person and/or corporation holding the royalties, monies, rents, profits, damages or compensation are directed to pay and deliver the same to the Mortgagee, upon demand by the Mortgagee, its successors or assigns.

Mortgagee, its successors and assigns, shall at its option be subrogated to the lien, although released of record, of any prior encumbrance, mechanic's, vendor's, or other lien or liens on the premises paid out of the proceeds of the loan secured by this mortgage.

The Mortgagors agree that in the event of a lawsuit being brought for the foreclosure of this mortgage, there shall be assessed, as a part of the costs, in favor of the plaintiff, a reasonable amount authorized by law to defray its attorney's fee and also the reasonable cost of an abstract of the property herein described.

If foreclosure proceedings of any second mortgage or any lien of any kind inferior to this mortgage should be instituted, the Mortgagee may, at its

option, immediately or thereafter declare this mortgage and the indebtedness secured hereby due and payable.

In addition to the right to subject said real estate to the payment of the indebtedness hereunder, there shall be available to the Mortgagee the following distinct and separate remedies:

(1) The Mortgagee may proceed against the personalty hereby conveyed as provided by statute.

(2) The Mortgagee, upon default of any conditions of the note or of this mortgage, either before or during a foreclosure action on this mortgage, may have a Receiver appointed by a Court of proper jurisdiction. Said Receiver will have authority to take immediate control and possession of the real estate, to rent and rerent the same, collect the rents and profits, and from such money pay taxes and assessments on the real estate, maintain the fertility of the soil, repair and insure the improvements, and apply the balance of such rents and profits (after payment of costs of receivership, taxes, maintenance, repairs and insurance) upon the indebtedness.

The taking of any additional security, execution of partial release of the security, release of any person liable for the payment of the indebtedness or any extension of the time of payment of the indebtedness or renewal thereof shall not diminish the force, effect or lien of this instrument and shall not affect or impair the liability of any maker, surety or endorser for the payment of said indebtedness.

The Mortgagee shall have the right to release, with or without consideration or credit on the indebtedness secured, any part of the property described by adequate legal instrument without regard to the existence of any junior encumbrance and without the consent of such junior encumbrancer, and such release shall have no further effect upon the rank, lien or estate conveyed or against the mortgagee.

The Mortgagors expressly waive and relinquish any right to claim a marshaling of assets in respect to the security included herein, or any part thereof, in the event of the foreclosure or other enforcement of this mortgage.

The exercise by the Mortgagee of any of its rights or remedies hereunder shall not constitute a release or waiver of any remaining rights or remedies whether specified herein or provided by law.

It is further agreed by the parties that this mortgage, and any note it is given to secure, are to be construed together, and that the terms and covenants of the mortgage and the note secured by the mortgage shall apply to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

In Witness Whereof, this instrument has been executed by the Mortgagors the day and year first above written.

QUAIL RIDGE PARTNERSHIP, an Iowa General Partnership

By Harold A. Carver
Harold A. Carver, Partner

Harold A. Carver
Harold A. Carver

Linda A. Carver
Linda A. Carver

William W. Iversen
William W. Iversen

Julie D. Iversen
Julie D. Iversen

Leo A. Milleman M.D.
Leo A. Milleman

Jane A. Milleman
Jane A. Milleman

Gladys T. Scholtes
Gladys T. Scholtes

Wayne H. Scholtes
Wayne H. Scholtes

J.R. Ronald George
J.R. Ronald George

Ethel M. George
Ethel M. George

Michael D. Boehlje
Michael D. Boehlje

Mary J. Boehlje
Mary J. Boehlje

Jan C. Haugen
Jan C. Haugen

Sharon K. Haugen
Sharon K. Haugen

John D. Shierholz
John D. Shierholz

Suzan G. Shierholz
Suzan G. Shierholz

David A. Varland
David A. Varland

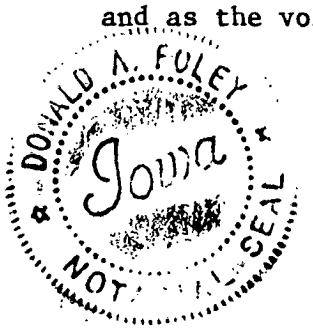
Marvel H. Varland
Marvel H. Varland

Lowell O. Skinner
Lowell O. Skinner

Ruby L. Skinner
Ruby L. Skinner

STATE OF IOWA)
(SS.
STORY COUNTY)

On this 3 day of ~~March~~ April, A.D. 1986, before me a Notary Public in and for said State, personally appeared Harold A. Carver, to me known to be the person who executed the foregoing instrument in behalf of Quail Ridge Partnership, and acknowledged that he executed the same as his voluntary act and deed and as the voluntary act and deed of said partnership.

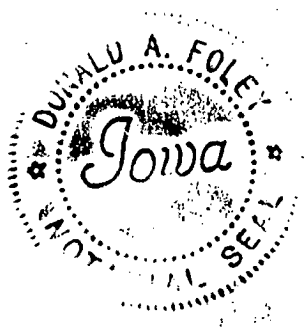


Donald A. Foley
Donald A. Foley
Notary Public in and for the State of Iowa
My commission expires Sept 26 1986

STATE OF IOWA)
(SS.
STORY COUNTY)

BE IT REMEMBERED, That on this 3 day of ~~March~~ April, A.D. 1986, before me, a Notary Public in and for said State, personally appeared Harold A. Carver and Linda A. Carver, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Donald A. Foley
Donald A. Foley
Notary Public in and for the State of Iowa
My commission expires Sept 26 1986

STATE OF IOWA)
(SS.
STORY COUNTY)

BE IT REMEMBERED, That on this 7th day of ~~March~~ April, A.D. 1986, before me, a Notary Public in and for said State, personally appeared William W. Iversen and Julie D. Iversen, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

MACK D. MAFFETT Iowa NOTARIAL SEAL

Mack D. Maffett
MACK D. MAFFETT
Notary Public in and for the State of Iowa
My commission expires 8-26-88

STATE OF IOWA)
(SS.
STORY COUNTY)

BE IT REMEMBERED, That on this 3 day of ~~March~~ April, A.D. 1986, before me, a Notary Public in and for said State, personally appeared Leo A. Milleman and Jane A. Milleman, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

DONALD A. FOLEY Iowa NOTARIAL SEAL

Donald A. Foley
Donald A. Foley
Notary Public in and for the State of Iowa
My commission expires Sept 26 1986

STATE OF IOWA)
(SS.
STORY COUNTY)

BE IT REMEMBERED, That on this 3 day of ~~March~~ April, A.D. 1986, before me, a Notary Public in and for said State, personally appeared Gladys T. Scholtes and Wayne H. Scholtes, wife and husband, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Donald A. Foley
Donald A. Foley
Notary Public in and for the State of Iowa
My commission expires Sept 26 1986

DONALD A. FOLEY Iowa NOTARIAL SEAL

STATE OF IOWA)
(SS.
STORY COUNTY)

BE IT REMEMBERED, That on this 3 day of ~~March~~ April, A.D. 1986, before me, a Notary Public in and for said State, personally appeared J.R. Ronald George and Ethel M. George, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Donald A. Foley
Donald A. Foley
Notary Public in and for the State of Iowa
My commission expires Sept 26 1986

DONALD A. FOLEY Iowa NOTARIAL SEAL

STATE OF [redacted] MINNESOTA)
Hennepin (SS.
[redacted] COUNTY)

BE IT REMEMBERED, That on this 28 day of March, A.D. 1986, before me, a Notary Public in and for said State, personally appeared Michael D. Boehlje and ~~Mary I. Boehlje~~, ~~husband and wife~~, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Gertrude A. Peplinski
Gertruda A. Peplinski
Notary Public in and for the State of Iowa
My commission expires 2-3-88

GERTRUDE A. PEPLINSKI
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My commission expires Feb. 3, 1988

STATE OF IOWA)
(SS.
STORY COUNTY)

BE IT REMEMBERED, That on this 3 day of ~~March~~ April, A.D. 1986, before me, a Notary Public in and for said State, personally appeared Jan C. Haugen and Sharon K. Haugen, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

DONALD A. FOLEY
Iowa
NOTARIAL SEAL

Donald A. Foley
Donald A. Foley
Notary Public in and for the State of Iowa
My commission expires Sept 26 1986

STATE OF IOWA)
(SS.
STORY COUNTY)

BE IT REMEMBERED, That on this 8th day of ~~March~~ April, A.D. 1986, before me, a Notary Public in and for said State, personally appeared John D. Shierholz and Suzan G. Shierholz, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Connie A. Hardin
CONNIE A. HARDIN
Notary Public in and for the State of Iowa
My commission expires 9/28/86

STATE OF IOWA)
~~WRIGHT~~ STORY COUNTY)
(SS.

BE IT REMEMBERED, That on this 2ND. day of ~~March~~ April, A.D. 1986, before me, a Notary Public in and for said State, personally appeared David A. Varland and Marvel H. Varland, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Jerome A Greving
JEROME A GREVING
Notary Public in and for the State of Iowa
My commission expires 8-15-86

STATE OF IOWA)
(SS.
WRIGHT COUNTY)

BE IT REMEMBERED, That on this 14th day of ~~March~~ April, A.D. 1986, before me, a Notary Public in and for said State, personally appeared Lowell O. Skinner and Ruby L. Skinner, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

JUDY A. OFSTETHUN Iowa NOTARIAL SEAL

Judy A. Ofstethun
Judy A. Ofstethun
Notary Public in and for the State of Iowa
My commission expires 7-11-88

STATE OF IOWA)
(SS.
STORY COUNTY)

BE IT REMEMBERED, That on this 8th day of April, A.D. 1986, before me, a Notary Public in and for said State, personally appeared Mary J. Boehlje, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution of said instrument to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

DONALD A. FOLEY Iowa NOTARIAL SEAL

Donald A. Foley
Notary Public in and for the State of Iowa
My commission expires 9/28/86

THIS INSTRUMENT WAS PREPARED BY MACK D. MAFFETT, ATTORNEY AT LAW, 500 FIFTH STREET, AMES, IOWA 50010.

EXHIBIT "A"

The North Fractional Half (½) and the North Half (½) of the Southwest Quarter (¼) and the Southwest Quarter (¼) of the Southwest Quarter (¼) of Section Four (4); and the East Fractional Quarter (¼) of Section Five (5); and the Northeast Quarter (¼) of the Northeast Quarter (¼) of Section Eight (8); and the Northwest Quarter (¼) of the Northwest Quarter (¼) of Section Nine (9); and a tract of land described as follows, to-wit: Commencing at the center of Section Four (4), thence North 86° 42' 04" East 189 feet to the center of the public road, thence Southwesterly along a 204.06 foot radius curve 173.23 feet, thence South 1° 38' 49" West 601.22 feet, thence Southwesterly along a 1910 foot radius curve 557.47 feet to a point 32 feet North of the Southwest corner of the Northwest Quarter (¼) of the Southeast Quarter (¼) of said Section, thence North 0° 01' 53" West along the West line of said quarter 1294.32 feet to the point of beginning, containing 2.57 acres more or less, and subject to public road easement; and also a tract of land described as follows, to-wit: Commencing at the Northeast corner of the Southeast Quarter (¼) of the Southwest Quarter (¼) of Section Four (4), thence West 13 feet to the point of beginning, said point being in the center of the county road, thence Southwesterly along a 1910 foot radius curve 256.62 feet, thence South 27° 14' 37" West 1270.82 feet, thence South 24° 06' 35" West 845.57 feet to the Southwest corner of the Northeast Quarter (¼) of the Northwest Quarter (¼) of Section Nine (9), thence along the West line of said Northeast Quarter (¼) of the Northwest Quarter (¼) 1251.68 feet to the Northwest corner of said forty, thence along West line of the Southeast Quarter (¼) of the Southwest Quarter (¼) of Section Four (4) North 0° 24' 11" West 1320.67 feet to the Northwest corner of said forty, thence North 86° 14' 31" East 1299.32 feet to the point of beginning, containing 37.68 acres more or less, and subject to public road easement; all in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

CONTAINING IN THE AGGREGATE 738.85 ACRES, MORE OR LESS