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Combined Fee: \$54.00
Revenue Tax:
PATRICK F. GILL, AUDITOR AND RECORDER
Woodbury County, Iowa

Prepared by/Return to: Jay Bemis, Great Western Bank, 225 S. Main Ave, Sioux Falls, SD 57104 Ph 605-373-3176

RECEIVER'S ASSIGNMENT OF NOTE AND MORTGAGE/DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS:

Effective June 4, 2010, this Assignment is entered into between the FEDERAL DEPOSIT INSURANCE CORPORATION (the "FDIC"), as Receiver for TierOne Bank, Lincoln, Nebraska (the "Bank"), whose mailing address is 1601 Bryan Street, 32nd Floor, Dallas, Texas 75201, as ("Assignor"), and Great Western Bank, a bank chartered under the laws of the State of South Dakota, as ("Assignee"), whose address is 100 North Phillips Avenue, 4th Floor, Sioux Falls, South Dakota 57104, and its successors and/or assigns.

WHEREAS, the Bank was closed by the Office of Thrift Supervision on June 4, 2010, and the FDIC was appointed as receiver (the "Receiver"); and

WHEREAS, the Receiver is the successor in interest to the right, title and interest of the Bank to the Note, the Mortgage/Deed of Trust, Security Agreement, Financing Statement, Assignment, and other related documents, if any, described in Exhibit A (collectively called the "Loan Documents"); and

WHEREAS, the Assignor desires to assign to Assignee all of its right, title, and interest in and to the Loan Documents and the indebtedness evidenced thereby, and Assignee desires to assume all of the Assignor's obligations thereunder; and

NOW, THEREFORE, for good and valuable consideration, paid by Assignee to the Assignor, the receipt and sufficiency of which are hereby acknowledged, the Assignor assigns to Assignee all of the Assignor's right, title, and interest in, to, and under, and Assignee hereby assumes all of the Assignor's obligations under, the Loan Documents, in each case pursuant and subject to that certain Purchase and Assumption Agreement between the Receiver and Assignee dated as of June 4, 2010 (the "Purchase and Assumption Agreement").

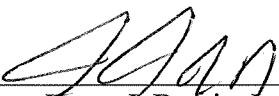
THE CONVEYANCE OF ASSETS UNDER THIS ASSIGNMENT IS MADE "AS IS", "WHERE IS", WITHOUT RECOURSE AND, EXCEPT AS OTHERWISE SPECIFICALLY

PROVIDED IN THE PURCHASE AND ASSUMPTION AGREEMENT, WITHOUT ANY WARRANTIES WHATSOEVER WITH RESPECT TO SUCH ASSETS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO TITLE, ENFORCEABILITY, COLLECTABILITY, DOCUMENTATION, OR FREEDOM FROM LIENS OR ENCUMBRANCES (IN WHOLE OR IN PART), OR ANY OTHER MATTERS.

The validity, construction, enforcement, interpretation, and performance of this assignment shall be governed by the laws of the United States of America, and to the extent that state law would apply under applicable federal laws, the laws of the State of Nebraska.

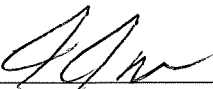
Executed and Delivered this 7 day of November, 2019.

RECEIVER (ASSIGNOR):
FEDERAL DEPOSIT INSURANCE CORPORATION, AS
RECEIVER FOR TIERONE BANK

By: 
Name: James J. Bemis, Jr.
Title: Attorney-in-Fact

ASSIGNEE:

GREAT WESTERN BANK

By: 
Name: James J. Bemis, Jr.
Title: Assistant Corporate Secretary

(CERTIFICATES OF ACKNOWLEDGEMENT FOLLOW)

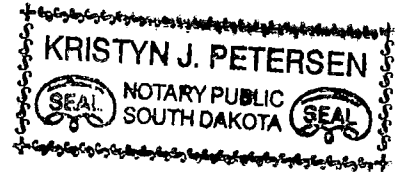
ACKNOWLEDGEMENTS

STATE OF SOUTH DAKOTA)
)
COUNTY OF MINNEHAHA)

Before me, the undersigned Notary Public, duly commissioned and qualified within said County and State, personally appeared James J. Bemis, Jr., with whom I am personally acquainted, and upon oath state that he is the Attorney-in-Fact of the Federal Deposit Insurance Corporation, as Receiver for TIERONE BANK, Lincoln, Nebraska, as Assignor, and is duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said Receiver, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal this 7th day of November, 2019.

Kristyn Petersen
Notary Public



STATE OF SOUTH DAKOTA)
)
COUNTY OF MINNEHAHA)

Before me, the undersigned Notary Public, duly commissioned and qualified within said County and State, personally appeared James J. Bemis, Jr., with whom I am personally acquainted and upon oath state that he/she is the Assistant Corporate Secretary of Great Western Bank as Assignee, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said Assignee, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal this 7th day of November, 2019.

Kristyn Petersen
Notary Public

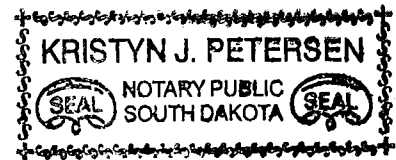


EXHIBIT "A"

1. Note Secured by Mortgage dated June 24, 2002 in the principal amount of \$1,155,000 by and between Castle on the Hill Limited Liability Company, as Borrower, and TierOne Bank, as Noteholder;
2. Replacement Note Secured by Mortgage dated October 28, 2003 in the principal amount of \$1,155,000 by and between Castle on the Hill Limited Liability Company, as Borrower, and TierOne Bank, as Noteholder;
3. Mortgage, Assignment of Rents and Security Agreement dated June 24, 2002 and recorded June 28, 2002 as Document No. 25037 in the office of the Recorder of Woodbury County, Iowa;
4. Mortgage, Assignment of Rents and Security Agreement dated April 14, 2004 and recorded April 27, 2004 as Document No. 21107 in the office of the Recorder of Woodbury County, Iowa; and
5. Assignment of Leases and Rents dated June 24, 2002 and recorded on June 28, 2002 as Document No. 25038 in the office of the Recorder of Woodbury County, Iowa.



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POA 1/4

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress, hereafter called the "FDIC", hereby designates the employees(s) of Great Western Bank, Sioux Falls, South Dakota set out below (the "Attorney(s)-in-Fact") for the sole purpose of executing the documents outlined below:

Cynthia Dawson
Don Straka
Michael Gough
Todd McCain
Drew Woelfel
Kirby Shroll
Ken Karels
Pam Wirth
Mike Goedeke

Michael Roby
Colleen Elliott
Peter Jardine
Peter Chapman
Chelsey Hansen
Sarah Kivett
Jay Bemis
Jessica Drew
Paul Logan

Wayne McGaugh
Michelle Gustin
Eric Thompson
Anna Eidsvoog
Karlyn Knieriem
Tim Kintner
Doug Bass
Michael Schmidt

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, seal and deliver on behalf of the FDIC as receiver of TierOne Bank, Lincoln, Nebraska ("Receiver") all instruments of transfer and conveyance, including but not limited to deeds, assignments, satisfactions, and transfers, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset of TierOne Bank, Lincoln, Nebraska including all loans formerly held by TierOne Bank, Lincoln, Nebraska to Great Western Bank, Sioux Falls, South Dakota pursuant to that certain Purchase and Assumption Agreement, dated as of June 4, 2010 between Receiver and Great Western Bank, Sioux Falls, South Dakota.

2. To execute, acknowledge, seal and deliver on behalf of the FDIC as receiver of TierOne Bank, Lincoln, Nebraska ("Receiver") all substitutions of trustee and related affidavits and documentation for the sole purpose of substituting in successor trustees on deeds of trust which secure any loans formerly held by TierOne Bank, Lincoln, Nebraska which have been sold and transferred to Great Western Bank.

All such substitutions of trustee shall contain this sentence: "This substitution is made without recourse, representation or warranty, express or implied, by the FDIC in its receivership capacity."

3. Regarding indebtedness previously owned by the former TierOne Bank, Lincoln, Nebraska that had been paid off or otherwise satisfied prior to bank failure, authority is granted to the Attorney(s)-in-Fact to execute, acknowledge, seal and deliver on behalf of the Receiver any and all lien releases that may be necessary for the completion of the documentation

obligations of the former TierOne Bank, Lincoln, Nebraska, in connection with such paid-off loans or other debt obligations. All lien releases and related documents prepared in connection with this Limited Power of Attorney shall be appropriately completed with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the release of the collateral and satisfaction of the debt.

Attorneys-in-Fact shall undertake to complete all appropriate due diligence necessary to verify the full and final payment and satisfaction of all indebtedness secured by the collateral being released.

The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

Without Recourse

FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver of TierOne Bank, Lincoln, Nebraska

By: _____

Name: _____

Title: Attorney-in-Fact

All other documents of assignment, conveyance, or transfer shall contain this sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

4. FDIC further grants to each Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC might or could do with the same validity if all and every such act had been herein particularly stated, expressed, and especially provided for.

This Limited Power of Attorney shall be effective from December 12, 2018, and shall continue in full force and effect through December 12, 2019, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Additionally, upon the termination of employment from Great Western Bank, Sioux Falls, South Dakota (for any reason) of any Attorney(s)-in-Fact named herein, such terminated employee's power and authority provided pursuant to this Limited Power of Attorney shall immediately be revoked and be of no further force and effect as of the date of such termination. Any third party may rely upon this document as to the named individual(s)' authority to exercise the powers herein granted unless (1) a Revocation has been recorded in the public records of Office of the County Clerk of Dallas County, Texas; (2) Notice of the Receivership Termination has been published in the *Federal Register*; or (3) a third party has received actual notice of a Revocation.

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 11th day of January, 2019.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: [Signature]
Name: Patricia A. Deaton
Title: Resolutions and Closings Manager
Field Operations Branch

Signed in the presence of:

[Signature]

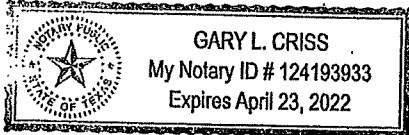
Witness Name: Geraldine Brinson

[Signature]

Witness Name: ARTHUR J. BEACH

STATE OF TEXAS
COUNTY OF DALLAS

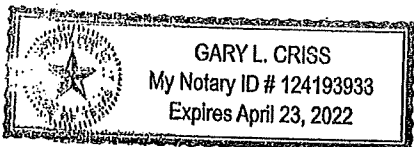
On this 11th day of January, 2019, before me, a Notary Public in and for the State of Texas appeared Patricia A. Deaton, to me personally known, who, being by me first duly sworn did depose that she is Resolutions and Closings Manager, Field Operations Branch of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said Patricia A. Deaton, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.



[Signature]
Notary Public
My Commission expires: 4.23.2022

STATE OF TEXAS
COUNTY OF DALLAS

On this 11th day of January, 2019, before me, a Notary Public in and for the State of Texas appeared Geraldine Brinson (witness #1) and ARTHUR J. BEACH (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument, and stated that they saw Patricia A. Deaton, Resolutions and Closings Manager, Field Operations Branch of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, subscribe the same, and that they had signed the same as a witness at the request of the person who executed the same.



[Signature]
Notary Public
My Commission expires: 4.23.2022