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Julie M. Haggerty RECORDER
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**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND
PROFITS, FINANCING STATEMENT AND FIXTURE FILING**

**Recorder's Cover Sheet
Polk County, Iowa**

Preparer Information: (name, address and phone number)

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Mortgagor:

Housby Mack, Inc.

Mortgagee:

Triumph Community Bank f/k/a THE National Bank
852 Middle Road
Bettendorf, IA 52722

Legal Description: See Page 16

Document or instrument number of previously recorded documents: N/A

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES
AND FIXTURE FILING**

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "Mortgage") shall be effective as of December 31, 2014 by Housby Mack, Inc., an Iowa corporation ("HMI"), whose address is 4747 Northeast 14th Street, Des Moines, Iowa 50313 (the "Mortgagor"), to **TRIUMPH COMMUNITY BANK f/k/a THE NATIONAL BANK** ("Mortgagee") having an address at 852 Middle Road, Bettendorf, Iowa 52722.

RECITALS:

WHEREAS, the Mortgagee has made certain loans to HMI pursuant to the Loan Agreement (defined below) and upon the terms and subject to the conditions set forth therein;

WHEREAS, HMI is the owner and holder of fee simple title in and to all of the real estate described in Schedule 1 attached hereto (the "Mortgaged Property");

WHEREAS, the Loan Agreement and Promissory Note from HMI evidences certain indebtedness of HMI in the amount of One Million One Hundred Thousand and no/100 Dollars (\$1,100,000.00);

WHEREAS, it is a condition precedent to the obligation of the Mortgagee to continue to make the loan under the Loan Agreement and Promissory Note that the Mortgagor shall have executed and delivered this Mortgage to Mortgagee; and

NOW, THEREFORE, in consideration of the premises and to induce the Mortgagee to continue to make the loan to HMI, Mortgagor hereby agrees as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings given to them in the Loan Agreement.

(a) "Indebtedness": shall mean all indebtedness of HMI under the Loan Agreement and Promissory Note from HMI and all other obligations, indebtedness and liabilities now or hereafter existing of any kind of Mortgagor to Mortgagee under documents which recite that they are intended to be secured by this Mortgage.

(b) "Loan Agreement": shall mean that Loan Agreement dated June 19, 2014 between Housby Mack, Inc., Vocon Auctions, LLC, Vocon Property Ione, LLC, Vocon Transport, LLC and Vocon LLC, as Borrowers, and THE National Bank (now Triumph Community Bank), as Lender.

(c) “Mortgaged Property”: All of Mortgagor’s right, title and interest in and to (1) the Land, together with any greater estate therein as hereafter may be acquired by Mortgagor, including all minerals, mineral rights, limestone or other quarry deposits, oil, coal, ore, gas or other deposits of any kind or nature before extraction and further including crops grown, growing or to be grown, even if the crops are produced on trees, vines or bushes (the “Crops”), (2) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the “Improvements”); the Land and Improvements are collectively referred to as the “Premises”), (3) all materials, supplies, equipment, fixtures, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor, now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the “Fixtures”), (4) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the “Leases”), (5) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the “Rents”), (6) all other agreements, to the extent transferable, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the “Property Agreements”), (7) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, (8) all property tax refunds payable with respect to the Mortgaged Property (the “Tax Refunds”), (9) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the “Proceeds”), (10) all insurance policies, unearned premiums therefore and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the “Insurance”), and (11) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the “Condemnation Awards”).

(d) “Promissory Note”: shall mean that Promissory Note dated June 19, 2014 from Housby Mack, Inc. to THE National Bank (now Triumph Community Bank) in the amount of \$1,100,000.00.

ARTICLE 2

GRANT

Section 2.1 Grant. To secure the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Indebtedness, Mortgagor GRANTS, MORTGAGES, BARGAINS, ASSIGNS, SELLS, CONVEYS, WARRANTS and CONFIRMS, to Mortgagee and its successors and assigns (for the benefit of the Lender) forever and grants to Mortgagee and its successors and assigns (for the

benefit of the Lender) a continuing security interest in and to all of the Mortgaged Property, subject, however, only to Permitted Liens.

ARTICLE 3

WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.1 Title to Mortgaged Property and Lien of this Instrument. Mortgagor owns good and marketable title to its respective Mortgaged Property, free and clear of any liens, claims or interests, except Permitted Liens. This Mortgage creates a valid, enforceable first priority lien and security interests against the Mortgaged Property.

Section 3.2 Lien Status. Mortgagor shall preserve and protect the lien and security interest status of this Mortgage. If any lien or security interest other than a Permitted Lien is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with the requirements of the Loan Agreement.

Section 3.3 Payment and Performance. Mortgagor shall ensure the payment and performance of the Indebtedness in full when the Indebtedness is required to be paid or performed.

Section 3.4 Replacement of Fixtures and Personalty. Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures owned or leased by Mortgagor to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or is permitted to be removed pursuant to the terms of the Loan Agreement or otherwise allowed.

Section 3.5 Inspection. Mortgagor shall from time to time permit the Lender, or any agents or representatives thereof, within two Business Days after written notification of the same (except that during the continuance of an Event of Default, no such notice shall be required) to (a) examine and make copies of and abstracts from the records and books of account of Mortgagor and (b) visit the Mortgaged Property; provided, however, any agent or representative of Mortgagor shall have the right but not the obligation to accompany such visits and examinations and the same shall be performed in a manner as to minimize the disruption to the use and operation of the Mortgaged Property.

Section 3.6 Insurance; Condemnation Awards and Insurance Proceeds.

(a) Insurance. Mortgagor shall maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to its respective Mortgaged Property against loss or damage of the kinds customarily carried or maintained under similar circumstances by corporations of established reputation engaged in similar businesses. Each

such policy of insurance shall name Mortgagee as the loss payee (or, in the case of liability insurance, an additional insured) thereunder for the ratable benefit of the Mortgagor, and shall provide for at least 30 days' prior written notice of any material modification or cancellation of such policy. In addition to the foregoing, if any portion of the Mortgaged Property is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any amendment or successor act thereto), then Mortgagor shall maintain, or cause to be maintained, with a sound and reputable insurer, flood insurance in an amount sufficient to comply with all applicable rules and regulations promulgated pursuant to such Act, and as otherwise required in the Loan Agreement.

(b) Casualty Proceeds and Condemnation Awards. In the event of any casualty to all or any portion of the Mortgaged Property or any governmental taking by eminent domain of all or any portion of the Premises, Mortgagor shall have the right, unless an Event of Default is then in existence, to receive the proceeds of any casualty insurance or any condemnation awards or payments, as the case may be and apply such proceeds, awards, or payments, as applicable, to reinvestment, restoration or acquisition of other assets, as Mortgagor may elect. If, at the time of any such casualty or condemnation, an Event of Default is then in existence, then all such proceeds, awards, or payments shall be paid to Mortgagee and shall be applied in accordance with the terms of the Loan Agreement.

Section 3.7 Other Covenants. All of the covenants in this Article 3, shall be covenants running with the Mortgaged Property.

ARTICLE 4

DEFAULT AND FORECLOSURE

Section 4.1 Remedies. Upon the occurrence and during the continuance of an Event of Default (which shall include any failure to comply with the terms of the Loan Agreement or Promissory Note, specifically including, but not limited to, any transfer of any kind or nature of any part or all of the Mortgaged Property without Mortgagee's written consent), Mortgagee may, at Mortgagee's election exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to any provisions of the Loan Agreement or Promissory Note providing for the automatic acceleration of the Indebtedness upon the occurrence of certain Events of Default, declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected in connection therewith as set forth in Section 4.7.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Mortgage, either by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels as Mortgagee may determine. With respect to any notices required or permitted under the UCC, Mortgagor agrees that fifteen (15) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee may be a purchaser at such sale. If Mortgagee is the highest bidder, Mortgagee may credit the portion of the purchase price that would be distributed to Mortgagee against the Indebtedness in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisal of the Mortgaged Property is waived.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents as set forth in Section 4.7.

(f) Other. Exercise all other rights, remedies and recourses granted under the Loan Agreement or Promissory Note or otherwise available at law or in equity.

Section 4.2 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee shall have all rights, remedies and recourses granted in the Loan Agreement and as available at law or equity (including the UCC and the remedy of specific performance), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee (c) may be exercised as often as occasion therefore shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver

or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses at law or equity shall be deemed to cure any Event of Default.

Section 4.4 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 4.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of any election by Mortgagee to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Agreement or Promissory Note, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 4.6 Discontinuance of Proceedings. If Mortgagee shall have proceeded to invoke any right, remedy or recourse and shall thereafter elect to discontinue or abandon it for any reason Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Loan Agreement, Promissory Note, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee thereafter to exercise any right, remedy or recourse for such Event of Default.

Section 4.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) first to the payment of interest and charges (including any reasonable legal or professional fees or costs incurred to protect the collateral or enforce the terms hereof) and the balance, if any, to the principal balance owed.

Section 4.8 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 4.1(d) will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

Section 4.9 **Additional Advances and Disbursements; Costs of Enforcement.**

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section 4.9, or otherwise under this Mortgage, the Loan Agreement, Promissory Note, or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the Default Rate, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) Mortgagor shall pay all expenses actually incurred (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

Section 4.10 **No Mortgagee in Possession.** Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, nor any other remedies afforded at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever.

ARTICLE 5

ASSIGNMENT OF RENTS AND LEASES

Section 5.1 **Assignment.** In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Indebtedness and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Indebtedness or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice to Mortgagor by Mortgagee (any such notice being hereby expressly waived by Mortgagor to the extent permitted by applicable law).

Section 5.2 **Perfection Upon Recordation.** Mortgagor acknowledges that Mortgagee has taken all actions necessary to obtain, and that upon recordation of this Mortgage

Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 5.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 5.4 No Merger of Estates. So long as part of the Indebtedness remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise.

ARTICLE 6

SECURITY AGREEMENT

Section 6.1 Security Interest. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Fixtures, Leases, Rents, Property Agreements, Property Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee a first priority security interest in the Fixtures, Leases, Rents, Property Agreements, Property Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment and performance of the Indebtedness, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Fixtures, Leases, Rents, Property Agreements, Property Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Mortgagor at least fifteen (15) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

Section 6.2 Financing Statements. Mortgagor shall prepare and deliver to Mortgagee such financing statements, and shall execute and deliver to Mortgagee such documents, instruments and further assurances, in each case in form and substance satisfactory to Mortgagee, as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder. Mortgagor hereby irrevocably

authorizes Mortgagee to cause financing statements and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor's jurisdiction of organization is set forth in the introductory paragraph of this Mortgage. After the date of this Mortgage, Mortgagor shall not change its name, type of organization, organizational identification number (if any), jurisdiction of organization or location (within the meaning of the UCC) without giving at least thirty (30) days' prior written notice to Mortgagee.

Section 6.3 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 6.3 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the "Debtor" and its name and mailing address are set forth in the preamble of this Mortgage immediately preceding Article 1. Mortgagee is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage immediately preceding Article 1. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in Section 1.1(d) of this Mortgage. The record owner of the Mortgaged Property is Mortgagor. The organizational identification number of Debtor (Mortgagor) is 19512.

ARTICLE 7

MISCELLANEOUS

Section 7.1 Notices. Any notice required or permitted to be given under this Mortgage shall be given in accordance with the Loan Agreement.

Section 7.2 Covenants Running with the Land. All obligations of Mortgagor contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Agreement and Promissory Note; however, no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 7.3 Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within fifteen (15) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Crops, Rents, Deposit Accounts, Property

Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Mortgagor hereunder, however: (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be added to and included in the Indebtedness and shall bear interest at the highest rate at which interest is then computed on any portion of the Indebtedness; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 7.3.

Section 7.4 Time of Essence. Time is of the essence in this Mortgage.

Section 7.5 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

Section 7.6 No Waiver. Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of this instrument, the Loan Agreement or Promissory Note shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 7.7 Release or Reconveyance. Upon payment and performance in full of the Indebtedness, Mortgagee, at Mortgagor's request and expense or as otherwise required by applicable Requirements of Law, shall release the liens and security interests created by this Mortgage.

Section 7.8 Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Indebtedness secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee.

Section 7.9 Applicable Law. The provisions of this Mortgage regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the State.

Section 7.10 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 7.11 Severability. If any provision of this Mortgage shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way effect the enforceability and validity of the remaining provisions of this Mortgage.

Section 7.12 Entire Agreement. This Mortgage, the Loan Agreement and the Promissory Note embody the entire agreement and understanding between Mortgagor and Mortgagee and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Mortgage may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement.

Section 7.13 No Oral Change. No modification, amendment, extension, discharge, termination or waiver of any provision of this Mortgage, nor consent by Mortgagee to any departure therefrom, shall in any event be effective unless the same shall be in a writing signed by the party against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given. Except as otherwise expressly provided herein, no notice to or demand on Mortgagor shall entitle Mortgagee to any other or future notice or demand in the same, similar or other circumstances.

Section 7.14 Waiver of Jury Trial. EACH OF THE MORTGAGEE AND MORTGAGOR IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS MORTGAGE OR ANY OTHER DOCUMENT.

ARTICLE 8

LOCAL LAW PROVISIONS

Section 8.1 Homestead. Mortgagor represents, warrants, covenants and agrees that none of the Mortgaged Property constitutes and none of the proceeds of the loans will be used to purchase real property which is a single-family or two-family dwelling occupied or to be occupied by the Mortgagor.

Section 8.2 Agriculture. Mortgagor represents, warrants and covenants that none of the Mortgaged Property constitutes agricultural land as defined in Iowa Code Section 9H.1 nor is the property used for nor will it be used for an agricultural purpose as defined in Iowa Code Section 570.A.1(2).

Section 8.3 Business Loan. The loans secured by this Mortgage do not constitute consumer credit transactions as defined in Iowa Code Section 537.1301(ii), but are for a business purpose as defined in Iowa Code Section 535.2, 2(a)(5).

Section 8.4 Maturity. The latest maturity date for the Obligations is June 26, 2044.

Section 8.5 **No Broker.** No loan broker as defined in Iowa Code Chapter 535c has been paid any consideration by the Mortgagor prior to the receipt by the Mortgagor of the loan proceeds.

Section 8.6 **Nonstatutory Liens.** The liens granted hereby are not the type of lien referred to in Chapter 575 of the Iowa Code, as now enacted or hereafter modified, amended or replaced. The Mortgagor, for itself and all persons claiming by, through or under the Mortgagor, agrees that it claims no lien or right to a lien of the type contemplated by Chapter 575 or any chapter of the Code of Iowa and further waives all notices and rights pursuant to said law with respect to the liens hereby granted, and represents and warrants that it is the sole party entitled to do so and agrees to indemnify and hold harmless the Mortgagee from any loss, damage, and costs, including reasonable attorney fees, threatened or suffered by the Mortgagee arising either directly or indirectly as a result of any claim of the applicability of said law to the liens hereby granted.

Section 8.7 **Redemption Period.** The Mortgagor hereby agrees in the event of judicial foreclosure of this Mortgage, the Mortgagee may, where applicable, at its sole option elect:

(a) Pursuant to Iowa Code § 628.26 as now enacted or hereafter modified, amended or replaced to reduce the period of redemption after sale on foreclosure to six (6) months; or

(b) Pursuant to Iowa Code § 628.27 as now enacted or hereafter modified, amended or replaced to reduce the period of redemption after sale on foreclosure to 60 days; or

(c) Pursuant to Iowa Code § 628.28 as now enacted or hereafter modified, amended or replaced or any other Iowa Code Section to reduce the period of redemption after sale on foreclosure to such time as may be then applicable and provided by law; or

(d) Pursuant to Iowa Code § 654.20 as now enacted or hereafter modified, amended or replaced to foreclose without redemption.

Section 8.8 **Hazard Insurance.** In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the debt secured hereby, all right, title, and interest of the Mortgagor in and to the proceeds for any loss and to any insurance policies then in force shall pass to the purchaser or grantee, regardless of whether or not there is a deficiency judgment after foreclosure sale or nonjudicial foreclosure.

Section 8.9 **Nonjudicial Foreclosure.** The Mortgagee retains the right to nonjudicial foreclosure pursuant to Iowa Code Section 654.18 and Chapter 655A as now enacted or hereafter modified, amended or repealed.

Section 8.10 **NOTICE:** This Mortgage secures Obligations in the aggregate principal amount of up to \$1,100,000.00. Loans, other Obligations and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages or liens.

Section 8.11 **Liens on Rents.** The Lien on the Rents herein granted is not a

pledge of rents but is a grant of a lien and security interest in all rents, issues and profits and leases now or hereafter arising from the ownership, occupancy or use of the Mortgaged Property and is primary security for the indebtedness secured hereby and shall be effective from the date hereof and not just in the Event of Default. The rights of the Mortgagee to collect and receive Rents assigned hereunder or to exercise any of the rights or powers herein granted to the Mortgagee shall, to the extent not prohibited by law, extend from the date hereof through the filing of any suit to foreclose the Lien of the Mortgage, the obtaining of any judgment foreclosing the Lien of the Mortgage, and any period allowed for by law for the redemption of the premises after any foreclosure sale.

Section 8.12 Receipt. The Mortgagor herein acknowledges receipt of a copy of this Mortgage.

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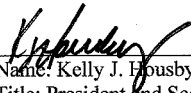
IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGEE:
TRIUMPH COMMUNITY BANK f/k/a
THE NATIONAL BANK

By:  _____
Name: Greg Hummel
Title: Vice President, Commercial Loans

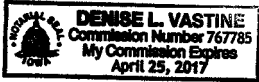
MORTGAGOR:

HOUSBY MACK, INC., an Iowa corporation

By:  _____
Name: Kelly J. Housby
Title: President and Secretary

STATE OF IOWA)
) ss:
COUNTY OF POLK)

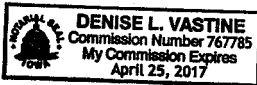
This instrument was acknowledged before me on Dec 31, 2014, by Kelley Housby as President & Secretary of Housby Mack, Inc., an Iowa corporation.



[Signature]
Notary Public

STATE OF IOWA)
) ss:
COUNTY OF POLK)

This instrument was acknowledged before me on Dec 31, 2014, by Greg Hummel as Vice President of Commercial Loans of Triumph Community Bank f/k/a THE National Bank.



[Signature]
Notary Public

SCHEDULE 1

DESCRIPTION OF THE HMI MORTGAGED PROPERTY

The West 429 feet of the South 210 feet of the North 241 feet of Lot 1 in KEMPER ESTATE, an Official Plat, in Polk County, Iowa, (except that part conveyed to the State of Iowa by Warranty Deed recorded in Book 3101, page 393).