

02388

FILED June 23, 1999 10:00 AM
RECORDED Misc BK 399 PG 398-402
MILLS COUNTY RECORDER/REGISTRAR
ROBERTA DASHNER Recorder/Registrar
FEE \$ 25.00
RMP \$ 7.00

Return =
TELPNER, PETERSON, SMITH & RUESCH.
25 MAIN PLACE, SUITE 200
P.O. BOX 248
COUNCIL BLUFFS, IOWA
51502-0248

This document was prepared by: Union Bank And Trust Company Wahoo Branch 711 North Broadway Wahoo, NE 68066

AGRICULTURAL MORTGAGE

BORROWER Thomas Novotny Marlene Novotny	MORTGAGOR Thomas Novotny, Husband and Marlene Novotny, Wife Steven Novotny, Jr. Husband and Betty N. Novotny, Wife
Address 41694 Applewood Road Macedonia, IA 51549-4126 TELEPHONE NO. 507-66-7523 IDENTIFICATION NO. 507-66-7523	Address 41694 Applewood Road Macedonia, IA 51549-4126 TELEPHONE NO. 507-66-7523 IDENTIFICATION NO. 507-66-7523

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 132,000.00. LOANS AND ADVANCES UP TO THIS AMOUNT TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations, as defined herein, which may hereafter be advanced or incurred and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby mortgages, grants, assigns and conveys to **Union Bank And Trust Company Wahoo Branch, 711 North Broadway, Wahoo, NE 68066** ("Lender"), its successors and assigns, all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein by this reference, together with all present and future improvements and fixtures; all tangible personal property including without limitation all machinery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connection with the real property, whether or not affixed to the land; all privileges, hereditaments, and appurtenances, including all development rights associated with the real property, whether previously or subsequently transferred to the real property from other real property or now or hereafter susceptible of transfer from the real property to other real property, all leases, licenses and other agreements; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby. Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. OBLIGATIONS. This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	\$132,000.00	06/17/99	04/01/09		327700

(c) all other present or future, written agreements with Lender which refer, specifically to this Mortgage (whether executed for the same or different purposes than the foregoing);

(c) any guaranty of obligations of other parties given to Lender now or hereafter executed which refers to this Mortgage; (c) future advances, whether obligatory or optional, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended to or on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien created by this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding. At no time shall the lien of this Mortgage, not including sums advanced to protect the security of this Mortgage, exceed \$ 264,000.00; and

(e) all amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagor represents, warrants and covenants to Lender that: (a) Mortgagor has fee simple marketable title to the Property and shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner; (b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials" as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (f) petroleum; (g) friable or nonfriable asbestos; (h) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar state or federal statute, rule, regulation or ordinance now or hereafter in effect. To the best of Mortgagor's knowledge, there are no agricultural drainage wells, abandoned wells, solid waste disposal sites or underground storage tanks on the Property; Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances; (c) All applicable laws and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property, presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed; (d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time.

262/670

STATE OF Nebraska }
COUNTY OF Saunders } SS:

On this 17th day of June, 1999, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Thomas Novotny and Marlene Novotny, Husband and Wife

to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.



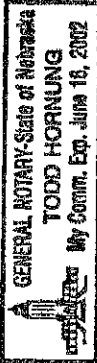
Todd Hornung
in and for said County and State

Notary Public

STATE OF Nebraska }
COUNTY OF Saunders } SS:

On this 17th day of June, 1999, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Steven Novotny, Jr. and Betty M. Novotny, Husband and Wife to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, who being by me duly sworn, did say that the person is one of the partners of

1st a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed. In instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.



Todd Hornung
in and for said County and State

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS:

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____

to me personally known, who being by me duly sworn, did say that they are the _____

respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

Seal

_____ in and for said County and State
Notary Public

SCHEDULE A

The street address of the Property (if applicable) is: _____

The permanent tax identification number of the Property is: _____

The following described real property located in the County of Mills, State of Iowa

Parcel 1:
A tract of land in the NW 1/4 NE1/4 of Section 1, Township 73 N Range 40W described as follows: Commencing at the NW corner of the NW 1/4 NE 1/4 of said Section 1; thence due East a distance of 267 feet to the point of beginning; thence South 275; thence East 210 feet; thence North 275 feet; thence West 210 feet to the point of beginning, Mills County, Iowa

AND
Parcel 2: East one-half of NW fractional quarter, Section 1 and all that part of the West one-half of the NE fractional quarter lying West and North of the main Channel of Farm Creek Ditch, of Section 1, all being in Township 73 N, Range 40W of 5th P.M., subject to highways and restrictions and easements of record and four acres in the NE 1/4 NE1/4 West of Ditch in Section 1, all being in Township 73N, Range 40W of 5th P.M., Mills County, Iowa

Todd Hornung
Notary Public

SCHEDULE B

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