

No.	Gen.	Num.	Paged
#P	✓	✓	✓

STATE OF NEBRASKA, County of Saline  
 Entered in numerical index and filed for record 5 day of  
August 2008 at 9:00 o'clock A. M. and  
 recorded in Book 363 of Records Page 925-939

*Trida Kastanek*  
 County Clerk

From and Return to:  
 Don C. Bottorf, Atty.  
 P. O. Box 404  
 Sutton, NE 68979  
 Fee: \$ 85.50 paid

No.	Gen.	Num.	Paged
#7	✓	✓	✓

From and Return to:  
 Cottonwood Title Company  
 P. O. Box 133  
 Geneva, NE 68361  
 Fee: \$ 75.50 paid

STATE OF NEBRASKA } ss  
 SALINE COUNTY

Entered in numerical index and filed on  
 record, the 13 day of December  
 2007 at 11:55 o'clock A. M. and recorded  
 in Book 359 of Records Page 633-649

*Trida Kastanek*  
 County Clerk

RETURN RECORDED DOCUMENT TO  
 RABO AGRIFINANCE, INC.  
 ONE CITY PLACE DRIVE, SUITE 200  
 ST. LOUIS, MISSOURI 63141

Loan F-110114

REFILED

**FORM OF NEBRASKA TRUST DEED  
 TRUSTOR'S WAIVER AND ACKNOWLEDGMENT  
 (WAIVER OF HOMESTEAD)**

The undersigned represent and warrant as true each of the following statements with regard to the attached Deed of Trust:

1. We acknowledge that we did read, sign and execute this Waiver and Acknowledgment before we signed the Deed of Trust.
2. We understand, and understood before signing said Deed of Trust, and acknowledge that the Deed of Trust is a trust deed and not a mortgage and that the power of sale provided for in the Deed of Trust provides substantially different rights and obligations to us than a mortgage in the event of default or breach of obligation under said Deed of Trust.
3. We understand and acknowledge that in the event of the default or breach of obligation by us, the Deed of Trust allows the Beneficiary the right to have the trust property sold by the trustee without any judicial proceedings or foreclosure.
4. We represent and warrant that this written acknowledgment was read and executed by us before the execution of the Deed of Trust.
5. We understand and acknowledge that we have the right to make a designation of homestead in the Deed of Trust and we hereby waive such right.
6. For so long as the Deed of Trust remains unsatisfied and a lien upon the real estate, each of us waives any right under the Nebraska Farm Homestead Protection Act to make a designation of homestead.
7. We understand and acknowledge that our execution of this Waiver and Acknowledgment constitutes the waiver of rights otherwise available for the purpose of affording us the opportunity to retain our homestead in the event of a default upon the Deed of Trust.

1

Initials *SHM*  
*HNM. WAM*  
*S.M. & C.M.*  
*AKM*

This Waiver and Acknowledgment is a preface to and is filed for record with and is a part of the attached Deed of Trust.

Harvey N. Milton  
Harvey N. Milton

Sandra K. Milton  
Sandra K. Milton

Robert A. Milton  
Robert A. Milton

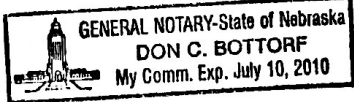
Shirley K. Milton  
Shirley K. Milton

Wayne H. Milton  
Wayne H. Milton

Lorraine C. Milton  
Lorraine C. Milton aka Lorri C. Milton

STATE OF NEBRASKA )  
COUNTY OF Saline ) SS:

The foregoing Waiver and Acknowledgment was subscribed and sworn to and acknowledged before me on Dec 13, 2007 by Harvey N. Milton, Sandra K. Milton, Robert A. Milton, Shirley K. Milton, Wayne H. Milton, Lorraine C. Milton.  
(SEAL)



Don C. Bottorf  
Notary Public

My commission expires:

BHM  
Initials HNM WHM  
S.K.M. & C.M.  
S.K.M.

**NEBRASKA DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT**

**THIS DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT** ("Deed of Trust") is made the 5<sup>th</sup> day of December, 2007, between HRW Land Partnership, a Nebraska Partnership, whose state of organization is Nebraska, and whose chief executive office is 630 US Highway 6 Friend, NE 68359, Harvey N. Milton and Sandra K. Milton, husband and wife, whose principal residence is 216 6<sup>th</sup> Street, Friend, NE 68359, Robert A. Milton and Shirley K. Milton, husband and wife, whose principal residence is 620 Spring Street, Friend, NE 68359, Wayne H. Milton and Lorraine C. Milton aka Lorri C. Milton, husband and wife, whose principal residence is 802 Par 3 Drive, Friend, NE 68359, hereinafter called "Trustors," and Rick Lange, a member of the Nebraska State Bar Association, hereinafter called "Trustee," and AXA Equitable Life Insurance Company, a New York Corporation, having its principal office and post office address at 1290 Avenue of the Americas Twelfth Floor, New York, New York 10104, hereinafter called "Beneficiary."

**WITNESSETH**, that the Trustor, for good and valuable consideration, including the debt and trust hereinafter mentioned and created, and the sum of one dollar to him paid by the said Trustee, the receipt and sufficiency of which is hereby acknowledged, does by these presents, irrevocably grant, bargain and sell, convey, assign and confirm unto the said Trustee, **IN TRUST, WITH POWER OF SALE**, for the benefit and security of Beneficiary, under and subject to the terms and condition of the Deed of Trust, the following described real property ("Real Estate") situated in Saline County, NEBRASKA, to wit:

See attached Exhibit "A", which is incorporated herein by reference.

containing 119.40 acres, more or less.

**TOGETHER WITH** (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements, hereditaments and appurtenances thereto, including all water, water rights, and drainage rights appertaining thereto; (3) Trustor's interest as lessor in all leases affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Beneficiary herein); (6) all right, title, estate, interest, and other claim or demand, including, without limitation, all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to said Real Estate, which Trustor now has or may hereafter acquire in said Real Estate, and all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate; (7) all rights of homestead and homestead exemption and any

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Initials HNM WHM  
SKM LCM  
S.K.M.

surviving spouse's marital or distributive share; and (8) all other contingent rights in and to the Real Estate.

**AND ALSO**, Trustor, as debtor, irrevocably grants and assigns to Beneficiary, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Trustor or in which Trustor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said Real Estate, including but not limited to: All personal property described in Exhibit "B" attached hereto and made a part hereof and articles of personal or mixed property of every kind and nature whatsoever, including, without limitation, all (a) goods, including without limitation, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights and, to the extent listed on the attached Exhibit "B", all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (c) all permits and licenses used in the operation of the Real Estate and, to the extent listed on the attached Exhibit "B", general intangibles, including without limitation payment intangibles and software; (d) accounts, including without limitation all of Trustor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income and cash receipts that are otherwise described in this paragraph; (e) personal property of the same general kind or class as otherwise described in this paragraph which Trustor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Deed of Trust shall prevent Grantor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Trustor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Beneficiary.

**TO HAVE AND TO HOLD** the same unto the said Trustee, his successors and assigns, forever, **IN TRUST HOWEVER**, and **WITH POWER OF SALE** hereby expressly granted unto the said Trustee, his successors, and assigns for the purpose of securing:

(a) The payment of Trustor's just indebtedness to Beneficiary in the principal sum of ONE HUNDRED SEVENTY-FIVE THOUSAND and NO/100 DOLLARS (\$175,000.00) for money borrowed, with interest thereon, all as evidenced by and in strict accordance with the terms of that certain promissory note, hereinafter called the "Note", bearing even date herewith

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made payable to the order of Beneficiary, executed by HRW Land Partnership, a Nebraska Partnership Harvey N. Milton and Sandra K. Milton, husband and wife, Robert A. Milton and Shirley K. Milton, husband and wife, Wayne H. Milton and Lorraine C. Milton aka Lorri C. Milton, husband and wife, and providing for the payment of said indebtedness in installments, the last of which is due and payable January 1, 2018, subject to acceleration of maturity on default in the payment of any installment of principal or interest or in the performance of any covenant, agreement or warranty contained in the Deed of Trust;

(b) The performance of each agreement, covenant and warranty of Trustor herein contained or set forth in the Note or any agreement or instrument executed by Trustor in connection with the indebtedness hereby secured; and

(c) The payment of any sum or sums of money with interest thereon which may be hereafter paid or advanced under the terms of this Deed of Trust.

**NOW, THEREFORE, TO PROTECT THE SECURITY OF THIS DEED OF TRUST,** Trustor does for himself and for Trustor's heirs, representatives, vendees, successors and assigns, the owners of said Property, hereby expressly covenant, agree and warrant to and with the Trustee and Beneficiary, and their successors, vendees and assigns, that:

1. The Trustor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note and in this Deed of Trust; (b) to promptly pay before delinquency all taxes, assessments and other charges imposed by law, upon the Property, the Trustor's interest therein, or upon this Deed of Trust or the Note; provided, however, in the event of any change of the law providing for the taxation of deeds of trust or debts thereby secured so as to affect this Deed of Trust, the entire indebtedness secured hereby shall at the option of the Beneficiary become due and payable; (c) to keep the Property and the improvements on the Real Estate in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of Beneficiary; (d) to maintain and deliver to Beneficiary policies of insurance against such hazards on the buildings and improvements now or hereafter located on or constituting a part of the Property as the Beneficiary shall require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Beneficiary; in the event of loss, Beneficiary is expressly authorized to settle or compromise claims under said policies and the proceeds thereof shall be paid to the Beneficiary who may apply the same or any part thereof on the indebtedness secured hereby or toward the reconstruction or repair of said buildings and improvements or release same to the Trustor; (e) to pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (f) to pay on demand to the extent provided in 11 U.S.C. Section 506(b) and/or as otherwise permitted by state or federal law, all legal expenses, title searches, appraisal or attorney's fees and costs reasonably incurred or paid by Beneficiary to collect, realize upon, or protect its rights under the Note or foreclose, liquidate, exercise the power of sale, or otherwise enforce and/or protect the lien of the Deed of Trust or to renegotiate or resolve disputes either inside or outside of litigation or other judicial proceedings (g) in the

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S.K.M.

delivering or mailing to the other parties hereto, as aforesaid, a notice of such change. Any notice hereunder shall be deemed to have been given (a) if by personal services, then on the date the notice is delivered to the stated address (regardless of whether it is actually received by the addressee), and (b) if by certified mail, on the date the United States Postal Service makes its first delivery attempt (regardless of whether the notice is actually received by the addressee).

11. Trustor shall not suffer any waste of the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, or violate any federal, state, or local law, rule or regulation relating to the environment, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Trustor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Beneficiary and hold Beneficiary harmless against any loss, damage, or liability suffered by the Beneficiary, including but not limited to attorney's fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the property, and Trustor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the property. Trustor will deliver promptly to the Beneficiary (i) copies of any documents received from the United States Environmental Protection Agency and/or any federal, state, county or municipal environmental or health agency concerning the Trustor's operations upon the Real Estate; and (ii) copies of any documents submitted by the Trustor to any such agencies concerning its operations on the Real Estate. Trustor agrees that, notwithstanding any provision to the contrary in this Deed of Trust, this indemnification and hold harmless shall survive the release or reconveyance of this Deed of Trust, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Deed of Trust, or otherwise.

12. Trustor, its successors and assigns and each of them, represent and warrant that the Property involved in this transaction does not represent the proceeds of some form of unlawful activity under any state, federal or foreign law.

IN WITNESS WHEREOF, the Trustor has signed and delivered this Deed of Trust the day and year first above written.

Harvey N. Milton  
Harvey N. Milton

Sandra K. Milton  
Sandra K. Milton

Robert A. Milton  
Robert A. Milton

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SRM RCM  
S.K.M.

Shirley K. Milton  
Shirley K. Milton

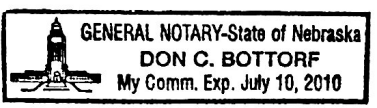
Wayne H. Milton  
Wayne H. Milton

Lorraine C. Milton  
Lorraine C. Milton aka Lorri C. Milton

STATE OF Nebraska )  
COUNTY OF Saline ) SS:

The foregoing instrument was acknowledged before me on Dec 13  
2007, by Hervey W. Milton, Sandra K. Milton, Robert A. Milton, Shirley K. Milton,  
Wayne H. Milton, Lorraine C. Milton,  
(SEAL)

Don C. Bottorf  
Notary Public



My commission expires:

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S.K.M.

Exhibit "A"

## Legal Description

That part of the Southwest Quarter of Section 13, Township 8 North, Range 1 East of the 6<sup>th</sup> P.M., Saline County, Nebraska, lying North of the railroad right of way, except a tract described as follows: Commencing at the SW corner of said Southwest Quarter, thence on an assumed bearing of N00°00'00"E and on the West line of said Southwest Quarter, 502.12 feet to the point of beginning; said point also being on the Northerly right of way line of the Burlington Northern Railroad; thence continuing on the aforesaid bearing and on the West line of said Southwest Quarter, 363.0 feet; thence N88°24'00"E 325.0 feet; thence S00°28'52"E, 82.79 feet; thence N87°02'50"E, 205.07 feet; thence S04°13'44"E, 259.94 feet to a point on said Northerly railroad right of way line; thence S85°46'23"W and on said Northerly railroad right of way line 551.03 feet to the point of beginning.

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 SKM LCM  
 S.K.M.



Exhibit "B"

Personal Property

All fixtures, water rights, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, frost protection apparatus, windmills, fences, fixtures, fittings, appliances, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

Well registration G-085128

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Initials HNM. WHM  
S.K.M. R.C.M.  
S.K.M.