

No.	Gen.	Num.	Paged	
#10	✓	✓	✓	
dk Register of Deeds				

From and Return to:
 Joseph N. Bixby, Law Office
 P. O. Box 347
 Geneva, NE 68361
 Fee: \$ 136.00 paid (check)

2015 00333
 STATE OF NEBRASKA } ss
 SALINE COUNTY
 Entered in numerical index and filed on
 record, the 5 day of March
 2015 at 9:00 o'clock A.M. and recorded
 in Book 409 of Records Page 701-722

RETURN RECORDED DOCUMENT TO
 AXA Equitable AgriFinance, LLC
 4333 Edgewood Rd. N.E.
 Cedar Rapids, Iowa 52499-5223
 /cj

Linda Kustanek
 County Clerk.

Loan 60715151

**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
 AND FIXTURE FILING**

**THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND
 FIXTURE FILING ("Deed of Trust")** is made the 3rd day of March, 2015 among
 Robert D. Milton and Jill M. Milton, husband and wife, whose principal residence is 630
 Highway 6, Friend, NE 68359, Logan M. Milton and Kristen A. Milton, husband and wife, whose
 principal residence is 720 East Third Street, Friend, NE 68359, Joshua D. Zimmer and Bailey M.
 Zimmer, husband and wife, whose principal residence is 195 364th Road, Beaver Crossing, NE
 68313, Harvey N. Milton and Sandra K. Milton, husband and wife, whose principal residence is
 216 Sixth Street, Friend, NE 68359, and Milton Ag Consulting, L.L.C., whose state of
 organization is Nebraska and whose chief executive office is 630 Highway 6, Friend, NE 68359,
 hereinafter called "**Grantor**," Cottonwood Title Company, LLC, a Nebraska corporation whose
 address is 155 North 9th Street, Geneva, NE 68361 ("**Trustee**"), and AXA Equitable Life
 Insurance Company, a corporation, organized and existing under the laws of the State of New
 York, whose address is Sixteenth Floor, 1290 Avenue of the Americas, New York, New York
 10104, hereinafter called "**Lender**."

WHEREAS, Robert D. Milton, a married individual, Logan M. Milton, a married
 individual, Joshua D. Zimmer and Bailey M. Zimmer, husband and wife, ("**Borrower**") are justly
 indebted to the Lender in the sum of Four Hundred Fifty Thousand and No/100 Dollars
 (\$450,000.00) ("**Loan**") with interest, all as set forth in that certain promissory note (as may be
 amended, modified, restated or replaced from time to time, the "**Note**") of even date herewith
 maturing August 1, 2035.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that, to secure (i) the
 payment of the principal of and interest on the Note, (ii) the performance and observance of the
 covenants, conditions, agreements, representations, warranties and other liabilities and
 obligations of Grantor or any other obligor to or benefiting Lender which are evidenced or
 secured by or otherwise provided in the Note, this Deed of Trust or any of the other loan
 documents delivered by Grantor or any other obligor in favor of Lender in connection with the
 Loan (collectively, the "**Loan Documents**"); and (iii) the reimbursement to Lender of any and all
 sums incurred, expended or advanced by Lender pursuant to any term or provision of or

constituting additional indebtedness under or secured by this Deed of Trust, any of the other Loan Documents, and in consideration of the premises, the Grantor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Trustee, **IN TRUST, WITH POWER OF SALE**, the following described real estate ("**Real Estate**") situate in Saline County, State of Nebraska, to wit:

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

Jill M. Milton and Kristen A. Milton join in the execution of this instrument in consideration for the extension of credit to their spouses and solely for the purpose of releasing and relinquishing all of their right, title, and interest, if any, to the property described in this instrument. To the extent it is deemed, by operation of law or otherwise, that such right, title, and interest cannot be waived and released, then Jill M. Milton and Kristen A. Milton hereby convey to the trustee/mortgagee all of their right, title, and interest, if any, to the property described in this instrument.

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) Grantor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) now or hereafter 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 Lender 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 Grantor 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; and (7) any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described Real Estate. Grantor hereby agrees, acknowledges and confirms that such fruit or nut bearing bushes, trees or vines are part of the "real estate" comprising the above described Real Estate and will remain a part of the above described Real Estate throughout the term of the Loan made by Lender to Borrower that is secured by this Deed of Trust.

AND ALSO, Grantor, as debtor, irrevocably grants and assigns to Lender, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Grantor or in which Grantor 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; (c) 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; (d) all permits and licenses used in the operation of the Real Estate; (e) to the extent listed on the attached **Exhibit "B"**, general intangibles, including without limitation payment intangibles and software; (f) accounts, including without limitation all of Grantor'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; (g) personal property of the same general kind or class as otherwise described in this paragraph which Grantor 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 Grantor 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 Lender.

TO HAVE AND TO HOLD the same unto the Trustee, its successors and assigns, forever.

PROVIDED, ALWAYS, that if the Grantor, Grantor's heirs, personal representatives, successors or assigns, shall pay unto the Lender, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place and in the manner specified in the Note, and all other sums that may become due and owing to the Lender pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Deed of Trust, then these presents and the estate hereby granted shall cease, terminate and be void, and shall be released by the Lender at the expense of the Grantor, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

1. **Covenants of Grantor.** The Grantor hereby covenants and agrees, to the extent permitted by law, as follows:

(a) **Principal and Interest:** To pay or cause to be paid promptly when due the principal and interest and other sums of money provided for in the Note and in this Deed of Trust;

(b) **Taxes and Assessments:** To pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Lender's interest therein, or upon the Deed of Trust or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgages so as to affect this Deed of Trust, the entire indebtedness secured hereby shall, at the option of the Lender, become due and payable;

(c) Good Condition and Repair: To keep the Property and any improvements to 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 from the Real Estate without the prior written consent of the Lender;

(d) Location of Collateral: To keep the Collateral located on the Real Estate.

(e) Irrigation and Water Practices: To use and manage any irrigated lands in accordance with sound irrigation and water use practice and in a manner that will maintain all of the water rights appurtenant to the Real Estate in full force and effect, and not, without the prior written consent of the Lender, (i) to permit the transfer, diversion, and/or use of said water rights to lands not mortgaged hereunder, or (ii) to change the point or points of diversion of such water;

(f) Property Insurance: To maintain and deliver to the Lender policies of insurance against such hazards on the buildings now or hereafter located on the Real Estate as the Lender may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Lender; in the event of loss the Lender is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Lender who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Grantor;

(g) Liens and Charges: To pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof;

(h) Legal and Title Expenses: To pay on demand all legal expenses, title searches, or attorneys' fees reasonably incurred or paid by the Lender to collect the Note or foreclose or protect the lien of the Deed of Trust;

(i) UCC Security Interests: To do any and all acts all in a timely and proper manner and in a form satisfactory to Lender, requested by Lender to protect and preserve the security interests granted hereunder pursuant to the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Grantor in which event the UCC as in effect from time to time, in such state shall apply, and to pay the cost of filing such statements in all public offices requested by Lender; and to do any and all acts as shall hereafter be reasonably requested by Lender to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Lender to sell and/or convey the Property pursuant to the terms hereof;

(j) No Sale: Not to sell or transfer the Real Estate or any portion thereof, or, if the Grantor is a corporation, partnership, limited liability company or association not more than 0.00% of its corporate stock, partnership interests, membership or equity interests shall be sold, traded or disposed of to persons other than the present owners. Provided, however, that in the event the Lender shall in Lender's sole discretion, permit any sale or transfer of the Real Estate or any portion thereof, Lender may condition such

permission on the payment of such fees and costs and the providing of such title insurance and documentation as Lender may desire;

(k) Condemnation Awards: If the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any Real Estate so taken or damaged (including severance damages to the remaining Property) shall be paid to the Lender and applied in full or in part at the option of the Lender in reduction of the indebtedness hereby secured;

(l) Inspection: Lender shall have the right to inspect the Property at such reasonable times as the Lender may desire to determine the Grantor's compliance with the covenants contained in this Deed of Trust; and

(m) Warranty of Title: Grantor is lawfully seized of said Property in fee simple, free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Lender, Grantor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said Property and will forever defend the same against the claims and demands of all persons whomsoever, and Grantor's separate estate, whether vested, contingent or in expectancy, is hereby conveyed and Grantor does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisalment, exemption and stay laws of the state in which the Real Estate is located.

2. Events of Default. It shall be an "Event of Default" under this Deed of Trust if any of the following events shall occur:

(a) Payment: failure to pay when due any payment under this Deed of Trust, the Note or any other Loan Documents;

(b) Performance: Grantor and/or Borrower or other obligor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Grantor and/or Borrower and/or other obligor under the Note, this Deed of Trust or any of the other Loan Documents;

(c) Bankruptcy: Grantor, Borrower, or other obligor makes an assignment for the benefit of creditors or file a petition for relief under the United States Bankruptcy Code or any other similar statute as now or hereafter in effect, or be adjudicated bankrupt or insolvent;

(d) Receiver: the appointment of any receiver, liquidator or trustee for Grantor;

(e) Dissolution: the dissolution, termination or merger of Grantor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Note; or

(f) Representation/Warranty: existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Deed of Trust or any of the other Loan Documents or of any statement or certification as to facts delivered to Lender by Grantor, Borrower or other obligor.

3. **Remedies.** Upon the occurrence of an Event of Default:

(a) **Acceleration:** the entire indebtedness hereby secured shall, at the option of the Lender and without notice to the Grantor, be due and collectible at once; and/or

(b) **Foreclosure:** Lender, at its option, may institute judicial foreclosure proceedings to sell the Property or proceed to sell the Property by non-judicial power of sale in accordance with applicable state law, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules, and Lender may deliver to Trustee a written declaration of default and demand for sale pursuant to the power of sale herein. If Lender elects to foreclose this Deed of Trust by such power of sale, Lender may deposit with Trustee this Deed of Trust, said Note and evidence of expenditures secured hereby and a written notice of default and election to sell, which notice Trustee shall cause to be recorded if required by applicable law. Trustee shall, without demand on Grantor, after recordation of such notice of default and election to sell (if required by applicable law) and after lapse of such time as may then be required by law, and after notice of sale has been given as may then be required by law, sell said Real Estate (and said Collateral, if requested by Lender, as agent for Lender) at the time and place of sale fixed by Trustee in said notice of sale, either as a whole or in separate parcels or items as determined solely by Lender and in such order as Lender may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said Real Estate (or said Collateral) by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Grantor waives, and relinquishes to Lender, all rights to direct the order in which said Real Estate and said Collateral shall be sold or to require that said Real Estate or said Collateral be sold in separate parcels or items. Trustee shall deliver to such purchaser Trustee's deed and, if applicable, bill of sale conveying the Collateral so sold, but without any covenant or warranty, express or implied. The recitals in such deed or bill of sale of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee or Lender, may purchase at such sale. Unless otherwise provided by applicable state law, Lender may distribute and apply the proceeds in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings with accrued interest at the rate per annum after default or maturity set forth in the Note; Second, all other items which, under the terms hereof, constitute indebtedness secured by this Deed of Trust additional to that evidenced by the Note, with interest on such items as provided in the Loan Documents; Third, to interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and lastly, the remainder, if any, to the person or persons legally entitled thereto; and/or

(c) **Legal and Equitable Remedies:** Lender may pursue every legal and equitable remedy available at law and equity and including, without limiting the generality of the foregoing, the right, ex parte, to the appointment of a receiver of the Property without consideration of the value of the Property as security for amounts due or the solvency of any person liable for the payment of such amounts, the right to specifically enforce any of the covenants hereof, the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Collateral and enter the Real Estate on which the Collateral or any part thereof may be situated and remove the same

therefrom, the right to resell the Collateral at any place Lender elects and deliver a bill of sale therefor, the right to require Grantor to make the Collateral available to Lender at a place designated by Lender and reasonably convenient to both parties, and without removal, the right to render the Collateral unusable and to dispose of the Collateral; provided that unless the Collateral is perishable or threatens to decline speedily in value Lender shall send Grantor at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Lender may bid and purchase Collateral at public or private sale; and/or

(d) **Corrective Action:** Lender may, but shall have no duty to, take such action as is necessary, in the sole and absolute discretion of the Lender, to remedy any failure of performance by Grantor hereunder, and all sums paid by the Lender pursuant hereto with interest at the rate set forth in the Note from time to time or the highest lawful rate permitted by contract under applicable law, whichever is lesser, shall constitute a lien upon the Property, shall be secured by this Deed of Trust, and shall be immediately due and repayable to the Lender.

4. **No Further Liens or Encumbrances.** Grantor acknowledges that Grantor's current financial position is an important factor in Lender's decision to advance the funds represented by the Note. Grantor therefore has agreed, in order to provide assurance to Lender with regard to Grantor's financial position, that Grantor shall not allow any lien or encumbrance other than this Deed of Trust and the lien for taxes which are not yet due and payable to be placed on all or any part of the Real Estate described above, other than that current lien with Lender on loan number 11011400.

5. **Successors and Assigns.** The covenants herein contained shall bind, and the benefits and the advantages thereof shall inure to the respective heirs, personal representatives, successors, and assigns of the parties hereto. In this Deed of Trust, unless the context otherwise requires, words in the singular include the plural, words in the plural include the singular, and words in the masculine gender shall include the feminine and the neuter. Whenever the term "Grantor" shall include more than one person or entity, their liability hereunder shall be joint and several.

6. **Grantor Waivers.** Notwithstanding the existence of any other liens in said Real Estate or security interests in said Collateral held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the said Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which the indebtedness secured hereby is satisfied from the proceeds realized upon the exercise of the remedies provided herein. Grantor, any party who consents to this Deed of Trust, and any party who now or hereafter acquires a lien or security interest in said Property and who has actual or constructive notice of this Deed of Trust hereby expressly waives and relinquishes any and all rights to demand or require the marshaling of liens or the marshaling of assets by Lender in connection with the exercise of any of the remedies provided herein or permitted by applicable law. Grantor expressly waives and relinquishes any and all rights and remedies Grantor may have or be able to assert by reason of laws relating to the rights and remedies of sureties or guarantors.

7. **Rents and Profits.** Grantor absolutely and irrevocably assigns and transfers to Lender all rents, issues, profits, royalties, bonuses, income and other benefits derived from or

produced by said Property (all of the foregoing are herein collectively referred to as the "rents and profits"). Grantor hereby gives to and confers upon Lender the right, power and authority to collect said rents and profits. Grantor irrevocably appoints Lender its true and lawful attorney-in-fact, at the option of Lender at any time and from time to time, either with or without taking possession of said Property, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Grantor or Lender, for all said rents and profits and apply the same to the indebtedness secured hereby. Grantor shall, nevertheless, have a license to collect and retain said rents and profits as the same become due and payable but only before the occurrence of an Event of Default under this Deed of Trust and as long as no such Event of Default exists. The assignment of said rents and profits is intended to be a present and absolute assignment from Grantor to Lender and not merely the creation of a security interest. Lender's license to collect said rents and profits is not contingent upon Lender's taking possession of said Property. Upon the occurrence of an Event of Default under this Deed of Trust, Grantor's license to collect the rents and profits shall automatically terminate without notice, and Lender may, and as long as any such Event of Default exists, either in person, by agent or by a receiver appointed by a court, and without regard to the value of said, Property, or any part thereof, in its own name sue for or otherwise collect said rents and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The collection of said rents and profits, or the entering upon and taking possession of said Real Estate, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

8. **Trustee Matters.** Lender may from time to time substitute in such manner as may be provided by law a successor or successors to any Trustee named herein or acting hereunder, which successor Trustee shall thereupon succeed, without conveyance from the predecessor, to all of Trustee's powers, duties, authority and title; or, in the absence of any such law providing for the substitution of trustees in deeds of trust, Lender may, with like effect, make such substitution from time to time by instrument in writing executed and acknowledged by Lender and recorded in the county or counties in which the Real Estate is situated. Said instrument shall contain the name of the original Grantor, Trustee and Lender, the book and page where this Deed of Trust is recorded, and the name of the new Trustee.

9. **Partial Invalidity.** The invalidity of any provision of this Deed of Trust shall not affect the remaining provisions of this Deed of Trust or any part thereof and this Deed of Trust shall be construed as if such invalid provision, if any, had not been inserted herein.

10. **Environmental Matters.** Grantor shall not permit or suffer any waste to or on 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, 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. Grantor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Lender and hold Lender harmless against any loss, damage, or liability suffered by the Lender, including but not limited to attorneys' fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Grantor 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

Real Estate. Grantor will deliver promptly to the Lender (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Grantor's operations upon the Real Estate and (ii) copies of any documents submitted by the Grantor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations on the Real Estate. Grantor 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.

11. **No Unlawful Activity.** Grantor, its successors and assigns and each of them, represent and warrant that the Property involved in this transaction does not represent and was not purchased with the proceeds of any unlawful activity under any state, federal or foreign law.

12. **Deed of Trust as a Security Agreement.** This Deed of Trust constitutes a security agreement within the meaning of the UCC with respect to any part of the Property which may now or hereafter be characterized by law as personal property, and in the event of the occurrence of any Event of Default under this Deed of Trust which continues beyond the applicable notice and cure period, if any, the Lender shall have all the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available hereunder or under this Deed of Trust at law or in equity. Grantor authorizes Lender to file one or more financing statements and continuation statements describing the Collateral and hereby ratifies any such financing statement or continuation statement previously filed by Lender. Grantor will, from time to time, within ten (10) days after request by the Lender, execute, acknowledge and deliver any financing statement, continuation statement or other document that the Lender might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by and the priority of this Deed of Trust and will, on demand, pay any expenses incurred by the Lender in the preparation, execution and filing of any such documents. Grantor represents and warrants that: (a) all Collateral is located in the state in which the Real Estate is located; (b) Grantor's chief executive office or principal residence is Grantor's address set forth in the first paragraph of this Deed of Trust; (c) Grantor's state of organization, if applicable, is as set forth in the first paragraph of this Deed of Trust; and (d) Grantor's exact legal name is as set forth in the first paragraph of this Deed of Trust.

13. **Governing Law.** This Deed of Trust shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Real Estate is located except and only to the extent the UCC provides otherwise.

14. **Notice.** Each notice, consent, request, report or other communication under this Deed of Trust or any of the other Loan Documents (each a "Notice") which any party hereto may desire or be required to give to the other shall be deemed to be an adequate and sufficient notice if given in writing and service is made by either (i) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three (3) business days following deposit to U.S. mail; or (ii) nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier. All notices shall be addressed to Grantor at its address given on the first page hereof, or to Lender at c/o AXA Equitable AgriFinance, LLC, 4333 Edgewood Rd. N.E., Cedar Rapids, Iowa 52499-5223, Attn: Investment Officer, Loan 60715151, or to such other place as any party may by written notice to the other parties hereafter designate as a place for service of notice. Grantor shall not be permitted to designate more than one place for service of Notice concurrently.

15. **Multiple Counties.** To the extent the Real Estate covers property located in more than one county in the state in which the Real Estate is located, then upon the occurrence of an event of default, Grantor agrees that a foreclosure sale of the Property may be held in any one or more of the counties where any part of the Real Estate lies and that any other action or proceeding, judicial or nonjudicial, including, without limitation, a judicial foreclosure action in connection with the Loan Documents, or any one of them, may be prosecuted, brought and maintained in any one or more of the counties in which the Real Estate is located. The Note may be collected as part of any foreclosure proceedings or in separate litigation, as determined by the Lender in its sole and absolute discretion. To the extent permitted by law, Lender shall have the full power to select the county or counties in which sale of the Property is to be made, and Lender's selection shall be binding upon Grantor and shall permit the sale of the whole or any part of the Real Estate and Collateral (if applicable) to be made in any one of the counties in which part of the Real Estate is located. The Property may be sold in parcels or as a whole, without taking possession of the same, and in any order, at public auction to the highest bidder for cash or cash equivalent in lawful money of the United States payable at the time of sale. Grantor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Deed of Trust or any of the duplicates of this Deed of Trust in any particular manner or order or in any particular county. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided in this Deed of Trust or any duplicate of this Deed of Trust or applicable law. Grantor and any party who now has or may in the future have a security or other interest in any of the Property waives any and all right to require the marshaling of assets or to require that any of the Real Estate be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law. If the lien of this Deed of Trust, or any of the duplicates of this Deed of Trust is invalid or unenforceable as to any parcel of the Real Estate, the unsecured or partially secured portion of the indebtedness secured by this Deed of Trust, or any duplicate of this Deed of Trust shall be completely paid prior to the payment of the remaining secured or partially secured portions of such indebtedness.

16. **Merger.** No merger shall occur as a result of Lender's acquiring any other estate in or any other lien on the Property unless Lender consents to a merger in writing.

17. **Additional Waivers.**

(a) **Waiver of Notice.** Except as prohibited by applicable law, Jill M. Milton, wife of Robert D. Milton, Kristen A. Milton, wife of Logan M. Milton, Harvey N. Milton and Sandra K. Milton, husband and wife, and Milton Ag Consulting, L.L.C., a Nebraska limited liability company, ("**Lienor**" whether one or more) waive any right to require Lender to: (a) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the indebtedness, default by the Borrower(s) of the Note secured hereby or any other guarantors or sureties ("**Guarantor**" whether one or more), any action or nonaction taken by Borrower, Lender, or any other Guarantor, or the creation of new or additional indebtedness; (b) proceed against any person, including Borrower, or any Guarantor before proceeding against Lienor; (c) proceed against any collateral for the indebtedness, including Borrower's collateral, before proceeding against Lienor and/or Lienor's collateral; (d) apply any payments or proceeds received against the indebtedness in any order; (e) give notice of the terms, time, and place of any sale of any collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (f) disclose any information about the indebtedness, the Borrower, any collateral, or any Guarantor, or about any

action or nonaction of Lender; or (g) pursue any remedy or course of action in Lender's power whatsoever.

(b) Waiver of Rights and Defenses. Lienor also waives any and all rights or defenses arising by reason of (i) any disability or other defense of Borrower, any Guarantor or any other person; (ii) the cessation from any cause whatsoever, other than payment in full, of the indebtedness; (iii) the application of proceeds of the indebtedness by Borrower for purposes other than the purposes understood and intended by Lienor and Lender; (iv) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of Borrower or any Guarantor, or the indebtedness, or the loss or release of any collateral by operation of law or otherwise; (v) any statute of limitations in any action under this Deed of Trust or on the indebtedness; or (vi) any modification or change in terms of the indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the time payment of the indebtedness is due and any change in the interest rate.

(c) Waiver of Defenses Arising Out of Election of Remedies. Lienor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Lienor's rights of subrogation and reimbursement against Borrower.

(d) Waiver of Defenses Arising Because Borrower's Obligation is Secured by Real Property. Lienor waives all rights and defenses that Lienor may have because Borrower's obligation is secured by real property. This means among other things: (1) Lender may enforce all of its rights or remedies against Lienor pursuant to this Deed of Trust without enforcing any of its rights or remedies against any obligor that is not a Grantor; (2) if Lender forecloses on any real property collateral pledged by Grantor, the amount of Borrower's obligation may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and (3) Lender may enforce its rights and remedies against Lienor even if Lender, by foreclosing on the real property collateral, has destroyed any right Lienor may have to collect from Borrower. This is an unconditional waiver of any rights and defenses Lienor may have because Borrower's obligation is secured by real property.

(e) Acknowledgements by Lienor. Lienor understands and agrees that the foregoing waivers are waivers of substantive rights and defenses to which Lienor might otherwise be entitled under state and federal law. The rights and defenses waived include, without limitation, those provided by the applicable laws of suretyship and guaranty, anti-deficiency laws, and the Uniform Commercial Code. Lienor acknowledges that Lienor has provided these waivers of rights and defenses with the intention that they be fully relied upon by Lender. Until all indebtedness is paid in full, Lienor waives any right to enforce any remedy Lender may have against Borrower or any other guarantor, surety, or other person, and further, Lienor waives any right to participate in any collateral for the indebtedness now or hereafter held by Lender.

(f) Solvency. Lienor certifies that as of the date hereof and after giving effect to the advance contemplated by the Note and this Deed of Trust, Lienor will be solvent.

(g) Favorable Terms. Lienor represents that it has determined that the terms available to the Borrower under the Note and this Deed of Trust, are in Lienor's best

interests. Lienor acknowledges that it will derive substantial direct and indirect benefit from the transactions contemplated by the Note and this Deed of Trust and Lienor has determined that its execution, delivery and performance of this Deed of Trust directly benefits, and is within the corporate purposes and in the best interests of the Lienor.

(h) Adequate Capital. Lienor certifies that as of the date hereof Lienor is not engaged in business or a transaction, or about to engage in business or a transaction for which any property remaining with Lienor will result in an unreasonably small amount of capital.

(i) No Adverse Conditions. Lienor certifies that as of the date hereof, no condition, circumstance, event, agreement, document, instrument, restriction, litigation or proceeding (or threatened litigation or proceeding or basis therefore) exists which could adversely affect the ability of Borrower to perform its obligations under this Deed of Trust.

18. THE TERMS OF THIS DEED OF TRUST ARE AMENDED BY A NEBRASKA DEED OF TRUST ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

[Signatures and Acknowledgments on Following Pages]

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Deed of Trust as of the day and year first above written.

Robert D. Milton

Robert D. Milton

Jill M. Milton

Jill M. Milton

Logan M. Milton

Logan M. Milton

Kristen A. Milton

Kristen A. Milton

Joshua D. Zimmer

Joshua D. Zimmer

Bailey M. Zimmer

Bailey M. Zimmer

Harvey N. Milton

Harvey N. Milton

Sandra K. Milton

Sandra K. Milton

Milton Ag Consulting, L.L.C.,
a Nebraska limited liability company

By: *Eric W. Milton, Voting Member*
Eric W. Milton, Voting Member

STATE OF NEBRASKA)
) SS.
COUNTY OF Fillmore)

I, Cindy Myers, a notary public in and for said county and state, do hereby certify that on this 3rd day of March, 2015, personally appeared before me the within named Robert D. Milton, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



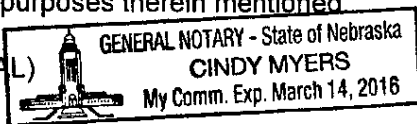
Cindy Myers
Notary Public

My commission expires: 3-14-2016

STATE OF NEBRASKA)
) SS.
COUNTY OF Fillmore)

I, Cindy Myers, a notary public in and for said county and state, do hereby certify that on this 27th day of ~~March~~^{February}, 2015, personally appeared before me the within named Jill M. Milton, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that she signed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



Cindy Myers
Notary Public

My commission expires: 3-14-2016

STATE OF NEBRASKA)
COUNTY OF Fillmore) SS.

I, Cindy Myers, a notary public in and for said county and state, do hereby certify that on this 3rd day of March, 2015, personally appeared before me the within named Logan M. Milton, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



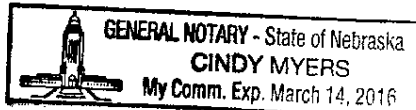
Cindy Myers
Notary Public

My commission expires: 3-14-2016

STATE OF NEBRASKA)
COUNTY OF Fillmore) SS.

I, Cindy Myers, a notary public in and for said county and state, do hereby certify that on this 3rd day of March, 2015, personally appeared before me the within named Kristen A. Milton, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that she signed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

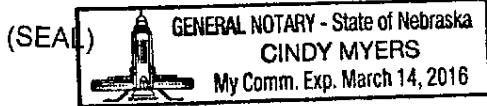


Cindy Myers
Notary Public

My commission expires: 3-14-2016

STATE OF NEBRASKA)
) SS.
COUNTY OF Fillmore)

I, Cindy Myers, a notary public in and for said county and state, do hereby certify that on this 27th day of ~~March~~^{February}, 2015, personally appeared before me the within named Joshua D. Zimmer, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

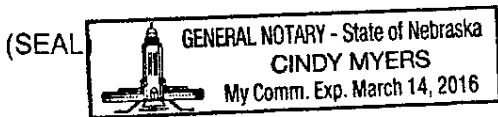


Cindy Myers
Notary Public

My commission expires: 3-14-2016

STATE OF NEBRASKA)
) SS.
COUNTY OF Fillmore)

I, Cindy Myers, a notary public in and for said county and state, do hereby certify that on this 27th day of ~~March~~^{February}, 2015, personally appeared before me the within named Bailey M. Zimmer, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that she signed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.



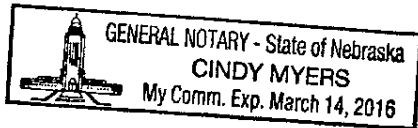
Cindy Myers
Notary Public

My commission expires: 3-14-2016

STATE OF NEBRASKA)
COUNTY OF Fillmore) SS.

I, Cindy Myers, a notary public in and for said county and state, do hereby certify that on this 3rd day of March, 2015, personally appeared before me the within named Harvey N. Milton, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



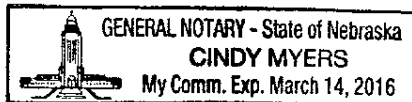
Cindy Myers
Notary Public

My commission expires: 3-14-2016

STATE OF NEBRASKA)
COUNTY OF Fillmore) SS.

I, Cindy Myers, a notary public in and for said county and state, do hereby certify that on this 3rd day of March, 2015, personally appeared before me the within named Sandra K. Milton, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that she signed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



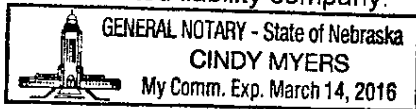
Cindy Myers
Notary Public

My commission expires: 3-14-2016

STATE OF NEBRASKA)
COUNTY OF Fillmore) SS.

On this 3rd day of March, 2015, before me, the undersigned notary public in and for said county and state, personally appeared Eric W. Milton, to me personally known, who, being by me duly sworn, did say that he is the Voting Member of the limited liability company that executed the within instrument; that **[the seal affixed hereto is the seal of said limited liability company/no seal has been procured by said limited liability company]**; that he signed (and sealed) said instrument on behalf of said limited liability company by authority of its members; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company.

(SEAL)



Cindy Myers
Notary Public

My commission expires: 3-14-2016

Tax statements for the real property described in this instrument should be sent to:

Robert D. Milton
630 Highway 6
Friend, NE 68359

This document drafted by:
Steven Traynor
AXA Equitable AgriFinance, LLC
4333 Edgewood Rd. N.E.
Cedar Rapids, Iowa 52499-5223

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Tract A: The Northwest Quarter of Section 6, Township 6 North, Range 1 East of the 6th P.M., Saline County, Nebraska

Tract B: Part of the Southwest Quarter of Section 13, Township 8 North, Range 1 East of the 6th 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 SW ¼; thence on an assumed bearing of N00°00'00"E and on the West line of said SW ¼, 502.12 feet to the point of beginning, said point also being on the Northerly ROW line of the Burlington Northern Railroad; thence continuing on the aforesaid bearing and on the West line of said SW ¼, 363.0 feet; thence N88°24'00"E 325.00 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 ROW line; thence S85°46'23"W and on said Northerly railroad ROW line 551.03 feet to the point of beginning.

EXHIBIT B

PERSONAL PROPERTY

Irrigation wells, including but not limited to G-085128, water well registrations, pumps and water rights, including but not limited to those located in the Lower Big Blue Natural Resources District Control Area.

EXHIBIT C

NEBRASKA DEED OF TRUST ADDENDUM

A. **Foreclosure by Power of Sale.** Should Lender elect to foreclose by exercise of the power of sale herein contained, Lender shall notify Trustee and shall deposit with Trustee this Deed of Trust, the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require. Thereafter, and only in accordance with or as permitted by the Nebraska Trust Deeds Act (as may be amended from time to time):

(i) upon receipt of such notice from Lender, Trustee shall cause to be recorded, published and delivered to Grantor such notice of default and notice of sale and any other notice or document or instrument as then required by applicable Law and/or by this Deed of Trust. Trustee shall, without demand on Grantor, after such time as may then be required by law and after recordation and/or delivery of such notice of default, notice of sale and/or any other notice required by law, sell the Property at the time and place of sale fixed by it in such notice of sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof a good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. Any person, including, without limitation, Lender, may purchase at such sale, and Grantor hereby covenants to warrant and defend the title of such purchaser or purchasers; and

(ii) after deducting all costs, fees and expenses of Trustee and those allowed or permitted by the Note, including attorneys fees and costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate, (ii) all other sums then secured hereby, and (iii) the remainder, if any, to the person or persons legally entitled thereto; and

(iii) Trustee may in the manner provided by law postpone sale of all or any portion of the Property.

B. **Foreclosure as Mortgage.** This instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of an Event of Default may be foreclosed as to any of the Property in any manner permitted by the laws of the State of Nebraska or of any other state in which any part of the Property is situated, and any foreclosure suit may be brought by the Trustee or by the Lender.

C. **Appointment of Successor Trustee.** Lender may, from time to time, by a written instrument executed and acknowledged by Lender, mailed to Grantor and recorded in the County in which the Property is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska, substitute a successor or successors to the Trustee named herein or acting hereunder.

D. **Requests for Notice.** Grantor hereby requests a copy of any notice of default and any notice of sale hereunder be mailed to Grantor at Grantor's addresses set forth in this Deed of Trust. While hereby expressly reserving the priority of this Deed of Trust as established by law, Trustee and Lender hereunder request that a copy of any notice of default and any notice of sale under any deed of trust recorded against the Property either prior to, or

subsequent to the date this Deed of Trust is recorded be mailed to each at the addresses set forth in this Deed of Trust.

E. **Reconveyance by Trustee.** Upon written request of Lender stating that all sums secured hereby have been irrevocably paid in full, Trustee shall reconvey to Grantor, or to the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.