

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

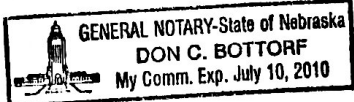
Shirley K. Milton  
Shirley K. Milton

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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Initials HNM WAM  
S.K.M. RCM  
S.K.M.



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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Initials HNM W'HM  
S.R.M. JCM  
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

RAM  
Initials HNM WHN  
SRM RCM  
S.K.M.

Shirley K. Milton  
Shirley K. Milton

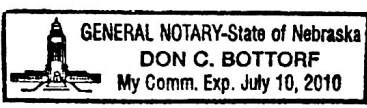
Wayne H. Milton  
Wayne H. Milton

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 Harvey 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:

RAM  
Initials HNM WHM  
SKM JCM  
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.

BA-M  
 Initials HNM WAM  
 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

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

*Shirley Kasten*  
 County Clerk

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
 Tammy Christopher at Rabo Agrifinance, Inc., 314-687-4071

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AXA EQUITABLE LIFE INSURANCE COMPANY  
 C/O RABO AGRIFINANCE, INC.  
 ONE CITYPLACE DR., SUITE 200  
 ST. LOUIS, MO 63141

No.	Gen.	Num.	Paged	
#13	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
dk	Register of Deeds			

From and Return to:  
 First Nebraska Title  
 1640 Normandy Court, Suite B  
 Lincoln, NE 68512  
 Fee: \$ 10.50 paid (check)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
 9907539221-9 12/20/2007 SS NE

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  
 DELETE name: Give record name to be deleted in item 6a or 6b.  
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME  
 HRW LAND PARTNERSHIP, A NEBRASKA CORPORATION

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #, SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  related collateral description, or describe collateral  assigned.

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).

See attached Exhibit "A"

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
 AXA EQUITABLE LIFE INSURANCE COMPANY

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

40564177 HRW LAND PARTNERSHIP, 11011400



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  $N00^{\circ}00'00''E$  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  $N88^{\circ}24'00''E$  325.0 feet; thence  $S00^{\circ}28'52''E$ , 82.79 feet; thence  $N87^{\circ}02'50''E$ , 205.07 feet; thence  $S04^{\circ}13'44''E$ , 259.94 feet to a point on said Northerly railroad right of way line; thence  $S85^{\circ}46'23''W$  and on said Northerly railroad right of way line 551.03 feet to the point of beginning.

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
 Tammy Christopher at Rabo Agrifinance, Inc., 314-687-4071

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AXA EQUITABLE LIFE INSURANCE COMPANY  
 C/O RABO AGRIFINANCE, INC.  
 ONE CITYPLACE DR., SUITE 200  
 ST. LOUIS, MO 63141

No.	Gen.	Num.	Paged
#14	✓	✓	✓
dk		Register of Deeds	

From and Return to:  
 First Nebraska Title  
 1640 Normandy Court, Suite B  
 Lincoln, NE 68512  
 Fee: \$ 10.50 paid (check)

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 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX  
 MILTON ROBERT A.

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID # : SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

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See attached Exhibit "A"

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 AXA EQUITABLE LIFE INSURANCE COMPANY

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

40564177 HRW LAND PARTNERSHIP, 11011400

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**UCC FINANCING STATEMENT AMENDMENT**

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 Tammy Christopher at Rabo Agrifinance, Inc., 314-687-4071

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AXA EQUITABLE LIFE INSURANCE COMPANY  
 C/O RABO AGRIFINANCE, INC.  
 ONE CITYPLACE DR., SUITE 200  
 ST. LOUIS, MO 63141

No.	Gen.	Num.	Paged	
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 Lincoln, NE 68512  
 Fee: \$ 10.50 paid (check)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 9907539221-9 12/20/2007 SS NE

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the  REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address. Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

MILTON SHIRLEY K.

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

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).

See attached Exhibit "A"

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
 AXA EQUITABLE LIFE INSURANCE COMPANY

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA  
40564177 HRW LAND PARTNERSHIP, 11011400

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  $N00^{\circ}00'00''E$  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  $N88^{\circ}24'00''E$  325.0 feet; thence  $S00^{\circ}28'52''E$ , 82.79 feet; thence  $N87^{\circ}02'50''E$ , 205.07 feet; thence  $S04^{\circ}13'44''E$ , 259.94 feet to a point on said Northerly railroad right of way line; thence  $S85^{\circ}46'23''W$  and on said Northerly railroad right of way line 551.03 feet to the point of beginning.

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
 Tammy Christopher at Rabo Agrifinance, Inc., 314-687-4071

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AXA EQUITABLE LIFE INSURANCE COMPANY  
 C/O RABO AGRIFINANCE, INC.  
 ONE CITYPLACE DR., SUITE 200  
 ST. LOUIS, MO 63141

No.	Gen.	Num.	Paged	
#16	✓	✓	✓	
dk		Register of Deeds		

From and Return to:  
 First Nebraska Title  
 1640 Normandy Court, Suite B  
 Lincoln, NE 68512  
 Fee: \$ 10.50 paid (check)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 9907539221-9 12/20/2007 SS NE

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX  
 MILTON WAYNE H.

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7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #, SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

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 Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

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9a. ORGANIZATION'S NAME  
 AXA EQUITABLE LIFE INSURANCE COMPANY

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA  
 40564177 HRW LAND PARTNERSHIP, 11011400



Exhibit "A"

Legal Description

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Orville Kastanek  
 County Clerk

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
 Tammy Christopher at Rabo Agrifinance, Inc., 314-687-4071

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 C/O RABO AGRIFINANCE, INC.  
 ONE CITYPLACE DR., SUITE 200  
 ST. LOUIS, MO 63141

No.	Gen.	Num.	Paged	
#17	✓	✓	✓	
dk		Register of Deeds		

From and Return to:  
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 1640 Normandy Court, Suite B  
 Lincoln, NE 68512  
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MILTON	FIRST NAME LORRAINE	MIDDLE NAME C.	SUFFIX
--------	------------------------	-------------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

	FIRST NAME	MIDDLE NAME	SUFFIX
--	------------	-------------	--------

7c. MAILING ADDRESS

	CITY	STATE	POSTAL CODE	COUNTRY
--	------	-------	-------------	---------

7d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

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9a. ORGANIZATION'S NAME

AXA EQUITABLE LIFE INSURANCE COMPANY

OR 9b. INDIVIDUAL'S LAST NAME

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

STATE OF NEBRASKA } ss 2010-00437  
 SALINE COUNTY }  
 Entered in numerical index and filed on  
 record, the 1 day of March  
 2010 at 9:00 o'clock AM. and recorded  
 in Book 374 of Records Page 46-55  
*Jinda Kastaneh*  
 County Clerk

From and Return to:  
 Midwest Bank  
 P. O. Box 545  
 York, NE 68467  
 Fee: \$ 50.50 paid (check)

Space Above This Line For Recording Data

**DISCLAIMER OF RIGHT TO DESIGNATE HOMESTEAD**  
 (To be filed as a preface to the Security Instrument)

**DATE AND PARTIES.** The date of this Disclaimer Of Right To Designate Homestead is December 22, 2009. The parties and their addresses are:

**GRANTOR:**  
**HRW FARMING**  
 A Nebraska General Partnership  
 630 US HIGHWAY 6  
 FRIEND, NE 683591103

**LENDER:**  
**MIDWEST BANK**  
 105 W Elm, PO Box 545  
 York, NE 68467

**1. DISCLAIMER.** In accordance with the Farm Homestead Protection Act, prior to executing the attached Security Instrument, Grantor states as follows:

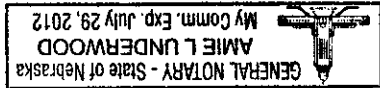
- A. I intend to grant a security interest in real property (Property) described on the attached Security Instrument.
- B. No part of my homestead is presently situated on the Property, nor will any of my homestead be situated on the Property in the future.
- C. I understand that if, contrary to this Disclaimer, I establish a homestead on any part of the Property during the time the Security Instrument remains unsatisfied and a lien upon the Property, I will have no right to make a designation of homestead in the event of a foreclosure or trustee's sale upon such Security Instrument.
- D. I disclaim my right to designate my homestead.

HRW FARMING AND/OR LOGAN MILTON AND/OR ERIC MILTON AND/OR TARA MILTON  
 Nebraska Disclaimer of Right To Designate Homestead  
 NE/4XKSTOOPS0000000000235048122209N

Wolters Kluwer Financial Services ©1996, 2009 Bankers Systems™

Initials \_\_\_\_\_  
 Page 1





(Business or Entity) HRW FARMING AND/OR LOGAN MILTON AND/OR ERIC MILTON AND/OR TARA MILTON  
OF Nebraska County OF York ss. 22 day of December, 2009  
This instrument was acknowledged before me this 22 day of December, 2009  
by HARVEY N MILTON - Partner of HRW FARMING a General Partnership on behalf of the General Partnership.  
My commission expires: 7-29-2012 Amie L. Underwood  
(Notary Public)

[Space Below This Line For Acknowledgment]

By Harvey N. Milton  
HARVEY N MILTON, Partner

GRANTOR:  
HRW FARMING

SIGNATURES. I agree to the terms and covenants contained in this Disclaimer Of Right To Designate Homestead. I also acknowledge receipt of a copy of this Disclaimer Of Right To Designate Homestead.

Space Above This Line For Recording Data

**DEED OF TRUST**  
(With Future Advance Clause)

**DATE AND PARTIES.** The date of this Deed Of Trust (Security Instrument) is December 22, 2009. The parties and their addresses are:

**TRUSTOR (Grantor):**

**HRW FARMING**  
A Nebraska General Partnership  
630 US HIGHWAY 6  
FRIEND, NE 683591103

**TRUSTEE:**

**MIDWEST BANK**  
a Corporation  
105 W Elm, PO Box 545  
York, NE 68467

**BENEFICIARY (Lender):**

**MIDWEST BANK**  
Organized and existing under the laws of Nebraska  
105 W Elm, PO Box 545  
York, NE 68467

**1. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The property is located in Saline County at 630 US HWY 6, FRIEND, Nebraska 68359.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

**2. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time will not exceed \$10,000,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**3. SECURED DEBTS AND FUTURE ADVANCES.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A guaranty, dated December 22, 2009, from Grantor to Lender, guarantying the debt of HRW FARMING AND/OR LOGAN MILTON AND/OR ERIC MILTON AND/OR TARA MILTON, with a loan amount of \$2,500,000.00 and maturing on March 1, 2011, and all other existing debts.

**B. Future Advances.** All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to





Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

**C. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**4. PAYMENTS.** Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

**5. WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

**6. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

**A.** To make all payments when due and to perform or comply with all covenants.

**B.** To promptly deliver to Lender any notices that Grantor receives from the holder.

**C.** Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

**7. CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

**8. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

**9. TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:

**A.** A beneficial interest in Grantor is sold or transferred.

**B.** There is a change in either the identity or number of members of a partnership or similar entity.

**C.** There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

**10. WARRANTIES AND REPRESENTATIONS.** Grantor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

**A. Power.** Grantor is duly organized, and validly existing and in good standing in all jurisdictions in which Grantor operates. Grantor has the power and authority to enter into this transaction and to carry on Grantor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Grantor operates.

**B. Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Grantor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Grantor is a party or to which Grantor is or any of Grantor's property is subject.

**C. Name and Place of Business.** Other than previously disclosed in writing to Lender, Grantor has not changed Grantor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve Grantor's existing name, trade names and franchises.

**11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the





substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**18. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**19. ESCROW FOR TAXES AND INSURANCE.** Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

**20. CO-SIGNERS.** If Grantor signs this Security Instrument but is not otherwise obligated to pay the Secured Debts, Grantor does so only to convey Grantor's interest in the Property to secure payment of the Secured Debts and Grantor does not agree by signing this Security Instrument to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

**21. SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor without any other formality than the designation in writing. The successor trustee, without



conveyance of the Property, will succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

**22. APPLICABLE LAW.** This Security Instrument is governed by the laws of Nebraska, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**23. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor individually or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

**24. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Grantor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**25. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

**26. NOTICE, FINANCIAL REPORTS, ADDITIONAL DOCUMENTS AND RECORDING TAXES.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any financial statements or information Lender requests. All financial statements and information Grantor gives Lender will be correct and complete. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

**27. DESIGNATION OF HOMESTEAD.** Pursuant to the Farm Homestead Protection Act, designation of homestead has been disclaimed; the disclaimer is attached to this Security Instrument and made a part hereof. **SIGNATURES.** By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

**GRANTOR:**

HRW FARMING

By Harvey M. Milton  
HARVEY M. MILTON, Partner

**LENDER:**

Midwest Bank

By William Schave  
William Schave, Executive Vice President

**ACKNOWLEDGMENT.**

(Business or Entity)

State OF Nebraska, County OF York ss.

This instrument was acknowledged before me this 22 day of December, 2009  
by HARVEY N MILTON - Partner of HRW FARMING a General Partnership on behalf of the General Partnership.

My commission expires: 7-29-2012 Amie L. Underwood  
(Notary Public)

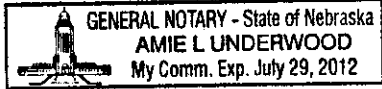


(Lender Acknowledgment)

State OF Nebraska, County OF York ss.

This instrument was acknowledged before me this 22nd day of December, 2009  
by William Scheve -- Executive Vice President of Midwest Bank, a corporation, on behalf of the corporation.

My commission expires: 7-29-2012 Amie L. Underwood  
(Notary Public)







**Exhibit "A"**

A tract of land located in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 13, Township 8 North, Range 1 East of the 6th P.M., in Saline County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 13; thence West 875' to the point of beginning; thence North parallel with the East line of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 13, to the South line of the Burlington-Northern Railroad right-of-way; thence in a southwesterly direction along said right-of-way a distance of 485.7'; thence south 419' to the south line of Section 13; thence east 484.3' to the point of beginning, except a tract of land across the southerly part of said premises previously conveyed to the State of Nebraska by deed filed September 25, 1968, in Deed Book 119, Page 324, of the records of the Saline County Clerk.

A tract of land situated in the Southwest Quarter of Section Thirteen (13), Township Eight (8) North, Range One (1) East of the Sixth Principal Meridian, more particularly described as follows: Referring to the Southeast Corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of said Section, thence West along the South line of said Section, a distance of 300 feet to a beginning point, thence North parallel with the East line of the Southwest Quarter (SW $\frac{1}{4}$ ) a distance of 520.58 feet more or less to the South line of the Chicago, Burlington and Quincy Railroad, thence West along the South line of said railroad, a distance of 576.7 feet, thence South parallel with the East line of the Southwest Quarter (SW $\frac{1}{4}$ ) to the South line of said Section, thence East along the South line of said Section to the place of beginning, (except a tract of land across the southerly part of the above described tract which was previously conveyed to the State of Nebraska by Warranty Deed dated September 25, 1968, and recorded in Book 119 at Page 324 in the Deed Records in the Office of the Clerk of Saline County, Nebraska.



Entered in numerical index and filed on record, the 10 day of February 2011 at 11:25 o'clock A. M. and recorded in Book 380 of Records Page 784-785

*Sinda Kastanek*  
 County Clerk

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Attn: Jan Metzler  
 Rabo Agrifinance, Inc.  
 12443 Olive Blvd.  
 Suite 50  
 St. Louis, MO 63131

No.	Gen.	Num.	Paged		
#8	✓	✓	✓		
dk			Register of Deeds		

From & Return to:  
 NE Title Co.  
 PO Box 665  
 Wilber NE 68465  
 Fee: \$10.50 charge

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # \*Book 373, Page 446-447 recorded 1-29-10\* 1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.  
**9907539221-9 Filed 12/20/2007 with NE Secretary of State**

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.
5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME  
**HRW LAND PARTNERSHIP, A NEBRASKA CORPORATION**

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
 Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

**SEE ATTACHED EXHIBIT 'A' FOR SECURITY TO BE RELEASED. THE FOLLOWING, IF ANY, IS ALSO TO BE RELEASED FROM THE SECURITY ON EXHIBIT 'A':**

"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)".

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
**AXA EQUITABLE LIFE INSURANCE COMPANY**

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA  
**Loan No. 110114/jlm**

EXHIBIT 'A'

LEGAL DESCRIPTION

-- To be released --

A tract of land lying north of the B.N.S.F. Railroad located in the Southwest Quarter (SW 1/4) of Section Thirteen (13), Township Eight (8) North, Range One (1) East of the Sixth Principal Meridian, Saline County, Nebraska, described as follows:

Commencing at the Southwest corner of said Southwest Quarter (SW 1/4); thence N01°57'53"W (assumed bearing) on the West line of said Southwest Quarter (SW 1/4), 502.07 feet to the point of beginning, said point being on the Northerly R.O.W. line of the B.N.S.F. Railroad; thence continuing N01°57'53"W on said West line, 368.00 feet; thence N88°02'07"E, 1113.00 feet; thence S01°57'53"E parallel with the West line of said Southwest Quarter (SW 1/4), 285.88 feet to the Northerly R.O.W. line of the B.N.S.F. Railroad; thence S83°48'55"W on said R.O.W. line, 1116.02 feet to the point of beginning, containing 8.35 acres more or less

\*Termination of Uniform Commercial Code Financing Statement as evidenced by Financing Statement Amendment executed by HRW Land Partnership, a Nebraska Corporation, Debtor, -to- AXA Equitable Life Insurance Company, Secured Party, recorded January 29, 2010, in Book 373, Page 446-447; Financing Statement Amendment executed by Robert A. Milton, Debtor, -to- AXA Equitable Life Insurance Company, Secured Party, recorded January 29, 2010, in Book 373, Page 448-449; Financing Statement Amendment executed by Shirley K. Milton, Debtor, -to- AXA Equitable Life Insurance Company, Secured Party, recorded January 29, 2010, in Book 373, Page 450-451; Financing Statement Amendment executed by Wayne H. Milton, Debtor, -to- AXA Equitable Life Insurance Company, Secured Party, recorded January 29, 2010, in Book 373, Page 452-453; Financing Statement Amendment executed by Lorraine C. Milton, Debtor, -to- AXA Equitable Life Insurance Company, Secured Party, recorded January 29, 2010, in Book 373, Page 454-455; records of Saline County, Nebraska.

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 195 364<sup>th</sup> 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 9<sup>th</sup> 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*

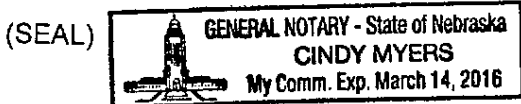
Sandra K. Milton

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.

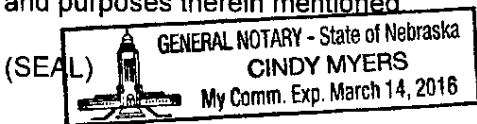


Cindy Myers  
Notary Public

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~~<sup>February</sup>, 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.



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)



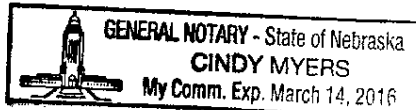
Cindy Myers  
Notary Public

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)

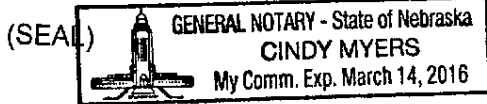


Cindy Myers  
Notary Public

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~~<sup>February</sup>, 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.

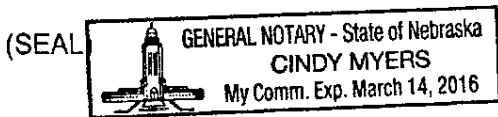


Cindy Myers  
Notary Public

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~~<sup>February</sup>, 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.



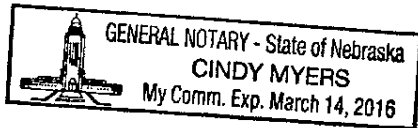
Cindy Myers  
Notary Public

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)



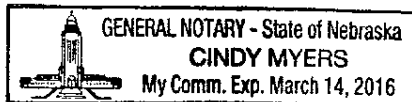
Cindy Myers  
Notary Public

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)



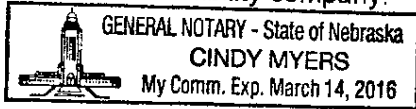
Cindy Myers  
Notary Public

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 6<sup>th</sup> P.M., Saline County, Nebraska

Tract B: 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 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.

No.	Gen.	Num.	Paged	
#11	✓	✓	✓	
dk Register of Deeds				

From and Return to:  
 Joseph N. Bixby Law Office  
 P. O. Box 347  
 Geneva, NE 68361

2015 00334

Loan No. 60715151

Fee: \$70.00, Paid: \$76.00 (check) STATE OF NEBRASKA, County of Saline

Bal. \$6.00  
 Returned  
 within.

RETURN RECORDED DOCUMENT TO: Entered in numerical index and filed for record 5 day of  
March 20 15 at 9:00 o'clock A. M. and  
 recorded in Book 409 of Records Page 723-733

AXA Equitable AgriFinance, LLC  
 4333 Edgewood Road NE  
 Cedar Rapids, Iowa 52499  
 Attention: Investment Officer /cj

Dinda Kustanek  
 County Clerk

(Space above this line for Recorder's use only)

**SUBORDINATION, NONDISTURBANCE, ATTORNMEN AND ESTOPPEL AGREEMENT  
 (Tenant Subordinating Lease to AXA)**

**THIS SUBORDINATION, NONDISTURBANCE, ATTORNMEN AND ESTOPPEL AGREEMENT** (this "Agreement") is made and entered into as of the 3rd day of March, 2015, by **AXA Equitable Life Insurance Company ("Lender")**, HRW Farming, a partnership, ("**Tenant**"), and Robert D. Milton, a married individual, Logan M. Milton and Kristen Milton, husband and wife, Josh Zimmer and Bailey Zimmer, husband and wife, and Milton Ag Consulting, L.L.C., a Nebraska limited liability company, ("**Owner**") to and for the benefit of Owner, Lender and Tenant (each a "**Party**" and collectively, the "**Parties**").

**RECITALS**

- A. Lender is about to extend financing in the amount of \$450,000.00 to be secured by that certain mortgage or deed of trust ("**Mortgage**") granted by Owner, as grantor, and to be recorded in the official real property records of Saline County, Nebraska (the "**Records**"), encumbering the real property described in Exhibit A attached hereto (the "**Property**").
- B. Owner and Tenant are parties to that certain Cash Rent Lease dated February 23, 2015 and an annual Cash Rent Lease dated N/A (collectively the "**Lease**").
- C. The Lease grants Tenant, and its successors and assigns, certain rights to use the Property and Tenant has expended (or plans to expend) financial and other resources in use of such rights.
- D. Either: (i) Tenant has requested, and Lender has agreed, subject to the terms of this Agreement, that Tenant's rights under the Lease will not be disturbed by Lender pursuant to any exercise of Lender's rights under the Mortgage; or (ii) Lender has conditioned the closing of the financing to be secured by the Mortgage on the execution of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor, Lender and Tenant, Lessor, Lender and Tenant hereby agree as follows:

## AGREEMENT

1. **Subordination.** The Lease and each and every term and condition thereof, and any extensions, renewals, replacements or modification thereof, and all of the right, title and interest of Tenant in and to the Property are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, all advances made or to be made thereunder, and to any renewals, modifications, supplements, replacements, consolidations increases or extensions thereof.

2. **Estoppel.** Tenant certifies to Lender, holder or proposed holder of a promissory note or other obligation secured or to be secured by the Mortgage upon the Property, and to its successors and assigns and any participant with Lender in the Loan, that: the Lease is presently in full force and in effect and unmodified except as indicated at the end of this Agreement; the term thereof has commenced and the full rental is now accruing thereunder; in addition to the basic rent payable under the Lease, Tenant is paying any amounts of additional rent set forth in the Lease; Tenant has accepted possession of the Property, or any portion thereof, is currently operating its business thereon, and any improvements required by the terms of the Lease to be made by Lessor have been completed to the satisfaction of Tenant; no rent under the Lease has been paid more than 30 days in advance of its due date; the address for notices to be sent to Tenant is as set forth below; and Tenant, as of this date, has no charge, lien, or claim of offset under the Lease, or otherwise, against rents or other charges due or to become due thereunder.

3. **Non-Disturbance.** Lender covenants and agrees with the Tenant that, provided that the Lease is in full force and effect and no default of the Tenant exists thereunder beyond the grace periods which apply thereto, the Tenant's right to possession of the Property, and the terms and provisions of the Lease, shall not be affected or disturbed by Lender in the exercise of any of its rights under the Mortgage or of any rights otherwise available to Lender at law or in equity, including, without limitation, foreclosure of the Mortgage or conveyance of the Property in lieu of foreclosure of the Mortgage.

4. **Attornment.** If a Successor Owner (as hereinafter defined) comes into possession or ownership of the Property, then (i) such Successor Owner shall (A) thereby succeed to the position of the Owner under the Lease and (B) not disturb the possession of the Tenant except in accordance with the terms of the Lease, (ii) the Lease shall continue in full force and effect and (iii) Tenant shall attorn to such Successor Owner. "Successor Owner" means any person or entity (including, without limitation, Lender or any nominee or designee of Lender) that shall acquire possession or ownership of the Property by reason of foreclosure of the Mortgage, any other exercise by Lender of rights and remedies available to Lender as holder of the Mortgage or conveyance of the Property in lieu of foreclosure of the Mortgage.

5. **Successor Liability.** Notwithstanding anything to the contrary contained in this Agreement or in the Lease, in the event that a Successor Owner acquires title to the Property pursuant to the exercise of any remedy provided for in the Mortgage or under applicable law or as a result of a deed-in-lieu of foreclosure, Successor Owner shall not be:

- a. liable for any act or omission of Owner which occurs prior to the date Successor Owner obtains title to the Property or any obligation of Owner to perform or incur any liability with respect to the completion of improvements to be located on the Property; or
- b. bound by any payment made by Tenant to Owner for periods extending more than six months beyond the date on which Successor Owner obtains title to the Property or by any security deposit Tenant may have paid to Owner and not received by Lender; or

- c. bound by any material amendments to the Lease entered into without the written consent of Lender, not to be unreasonably withheld or delayed.

In the event that Lender acquires title to the Property, Lender shall have no obligation nor incur any liability beyond Lender's then equity interest in the Property.

6. **Assignment of Rents.** Owner and Tenant hereby agree that any and all amounts payable to Owner pursuant to the terms of the Lease or any other document related thereto, including but not limited to any rent, signing fee, operating fee, initial lease payment, extension payment, acreage allowance, base rent, royalty rent, minimum rent, contract rate, construction bonus, or any rents, royalties, or monies of all similar kinds or nature are "rents, issues, royalties, income and/or profits" as described in the Mortgage and have been pledged to Lender pursuant to the terms of the Mortgage ("**Rents**"). Owner hereby irrevocably authorizes and directs Tenant, upon receipt from Lender of written notice to do so, to pay all Rents payable by Tenant to or as directed by Lender. Owner irrevocably releases Tenant from any liability to Owner for all payments so made. Tenant agrees that upon receipt of such notice it will pay all Rents then due and becoming due from Tenant to or as directed by Lender, notwithstanding any provision of the Lease to the contrary.

7. **Covenants of Tenant.** Tenant covenants and agrees as follows:

- a. Tenant shall send a copy of any default notice under the Lease to Lender at the same time Tenant sends such default notice to Owner.
- b. Tenant has no right or option of any nature to purchase the Property or any portion of the Property or any interest in the Owner. To the extent Tenant has or acquires any such right or option, those rights or options are acknowledged to be subject and subordinate to the Mortgage and are of no force and effect as to Lender and any Successor Owner or with regard to any conveyance by Lender or any Successor Owner..

8. **Conflicting Terms.** To the extent the terms of this Agreement are inconsistent with the terms of the Lease, the conflicting terms of the Lease shall be deemed amended hereby to incorporate the terms contained herein.

9. **Enforcement.** The Parties intend that this Agreement be specifically enforceable. If any action is brought to interpret or enforce the provisions of this Agreement, the substantially prevailing party therein shall be entitled to recover from the losing party all of its costs and reasonable attorneys' fees incurred in connection therewith.

10. **Notices.** Any notices given in connection with this Agreement shall be sent by certified mail, return receipt requested, with postage prepaid and addressed to the recipient at the address stated below its signature herein.

11. **Successors.** The terms and provisions of this Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, legal representatives, successors and assigns and, without limiting the generality of the foregoing, are specifically intended to be relied upon and be enforceable by any successor and assign of Tenant, and any person holding a lien against any estate or interest in or under the Lease or any part thereof.

12. **Entire Agreement.** This Agreement supersedes all previous oral and written understandings and agreements between the Parties with respect to the priority of the Mortgage and the

Lease and the effect of a foreclosure or trustee's sale of the Mortgage (or conveyance in lieu thereof) on the Lease, and comprises the entire agreement of the Parties with respect thereto. No provisions of this Agreement may be modified or waived except through the execution and recordation of a subsequent written agreement by the Party to be charged therewith.

13. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal or unenforceable provision had never comprised a part hereof, and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

14. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which shall constitute one and the same contract.

15. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without regard to those governing conflicts of law.

[Remainder of Page Intentionally Left Blank]





IN WITNESS WHEREOF, Tenant has duly executed this Agreement as of the date and year first above written.

TENANT:

HRW Farming, a partnership

By: Harvey N. Milton *Partner*  
Name: Harvey N. Milton, Partner

Address:  
HRW FARMING  
630 US Highway 6  
FRIEND NEB 68359

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 Harvey N. Milton, to me personally known, who, being by me duly sworn, did say that he is the Partner of the partnership that executed the within instrument; that **[the seal affixed hereto is the seal of said partnership/no seal has been procured by said partnership]**; that he signed (and sealed) said instrument on behalf of said partnership by authority of its partners; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said partnership.

(SEAL)



Cindy Myers  
Notary Public

My commission expires: 3-14-2016

IN WITNESS WHEREOF, Lessor has duly executed this Agreement as of the date and year first above written.

OWNER:

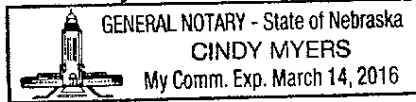
Robert D. Milton  
Robert D. Milton

Address: HRW Farming  
630 45 Hwy 6  
Friend, NE 68359

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 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

IN WITNESS WHEREOF, Lessor has duly executed this Agreement as of the date and year first above written.

OWNER:


Logan M. Milton  
Logan M. Milton

Kristen A. Milton  
Kristen Milton

Address:  
630 US Highway 6  
Friend NE 68359

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.

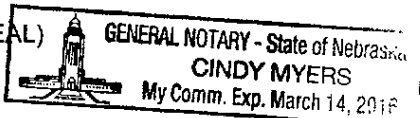
(SEAL) 

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 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 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

IN WITNESS WHEREOF, Lessor has duly executed this Agreement as of the date and year first above written.

OWNER:

Josh Zimmer  
Josh Zimmer

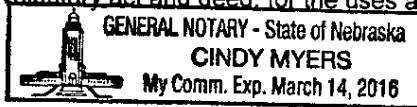
Bailey Zimmer  
Bailey Zimmer

Address:  
810 Main Street  
Friend, NE 68354

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 27th day of March, 2015, personally appeared before me the within named Josh 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.

(SEAL)



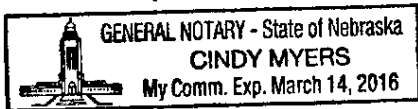
Cindy Myers  
Notary Public

My commission expires: 3-14-16

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 27th day of March, 2015, personally appeared before me the within named Bailey 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.

(SEAL)



Cindy Myers  
Notary Public

My commission expires: 3-14-2016

IN WITNESS WHEREOF, Lessor has duly executed this Agreement as of the date and year first above written.

OWNER:

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

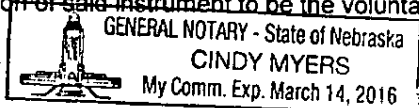
By: Eric W. Milton Voting Member  
Eric W. Milton, Voting Member

Address:  
Rt 3 Box 243  
Milligan NE 68406

STATE OF NEBRASKA )  
COUNTY OF Fillmore ) SS.

On this 13<sup>th</sup> 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

EXHIBIT A

LEGAL DESCRIPTION

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

Tract B: 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 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.