



less payable to Mortgagee. Any sums so received by Mortgagee may be applied in payment of any indebtedness matured or unmatured secured by this mortgage, or at the option of Mortgagee may be used to pay for reconstruction of the destroyed improvements. Such insurance will be in an amount at least equal to the lesser of the loan balance, the actual cash value of the collateral, or the replacement cost of the property, and will at a minimum, cover losses caused by fire, lightning, explosion, riot, aircraft, vehicles, vandalism, civil commotion, smoke, windstorm, and hail. Mortgagee(s) will obtain and keep flood insurance in force to cover losses by flood as required by Mortgagee and by the National Flood Insurance Act of 1968, as amended, and by regulations implementing the same. Mortgagee(s) further agrees that Mortgagee is not and will not be liable for any failure by me/us or by any insurer, for whatever reason, to obtain and keep this insurance in force.

3. To keep all buildings, fixtures, attachments, and other improvements now on or hereafter placed on the property occupied and in good repair, maintenance, and condition and to neither commit nor permit any act of waste or any impairment of the value of the property. Mortgagee may enter upon the property to inspect the same or to perform any acts authorized herein or in the loan agreement(s).

4. In the event Mortgagee(s) fails to pay any liens, judgments, assessments, taxes, rents, fees, or charges or maintain any insurance on the property, buildings, fixtures, attachments, or improvements as provided herein or in the credit agreement(s), Mortgagee, at its option, may make such payments or provide insurance, maintenance, or repairs and any amounts paid therefor will become part of the principal indebtedness secured hereby, which will be immediately due and payable and bear interest at the default rate provided in the note(s) or credit agreement(s) from the date of payment until paid. The advancement by Mortgagee of any such amounts will in no manner limit the right of Mortgagee to declare Mortgagee(s) in default or exercise any of Mortgagee's other rights and remedies.

5. In the event Mortgagee is a party to any litigation affecting the property or the lien of this mortgage, including any action by Mortgagee to enforce this mortgage or any suit in which Mortgagee is named a defendant (including condemnation and bankruptcy proceedings) Mortgagee may incur expenses and advance payments for abstract fees, attorneys fees (to the extent allowed by law), costs, expenses, appraisals fees, and other charges and any amounts so advanced will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) or credit agreement(s) from the date of advance until paid.

6. Any awards made to Mortgagee(s) or their successors by the exercise of eminent domain are hereby assigned to Mortgagee; and Mortgagee is hereby authorized to collect and apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage; or Mortgagee is to perform or observe any covenants and conditions contained herein, in the note(s), credit agreement(s), or other instrument(s), or failure to perform or observe any covenants and conditions contained herein, in the note(s), credit agreement(s), or other instrument(s), or failure to pay the mortgage or pursue any other remedy at law or equity, including foreclosure by advertisement with a power of sale in Mortgagee to the extent provided by applicable law. Delay by Mortgagee in exercising its rights upon default will not be construed as a waiver thereof and any act of Mortgagee waiving any specific default will not be construed as a waiver of any future default. If the proceeds under such sale or foreclosure are insufficient to pay the total indebtedness secured hereby, Mortgagee(s) does hereby agree to be personally bound to pay the unpaid balance, and Mortgagee will be entitled to a deficiency judgment.

8. Upon default, Mortgagee will at once become entitled to exclusive possession, use, and enjoyment of the property and to all rents, issues, crops, profits, and income thereof, from the time of such default and during the pendency of foreclosure proceedings and the period of redemption, the delivery of which may be enforced by Mortgagee by any appropriate suit, action, or proceeding. Mortgagee will be entitled to a Receiver for the property and all rents, issues, crops, profits, and income thereof, without regard to the value of the property, or the sufficiency thereof to discharge the mortgage debt and the foreclosure costs, fees, and expenses. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived. The Receiver will apply all rents, issues, crops, profits, and income of the property to keep the same in good repair and condition, pay all taxes, rents, fees, charges, and assessments, pay insurance premiums necessary to keep the property insured, pay the expense of the receivership and attorney fees incurred by the Receiver, and apply the net proceeds to the payment of the indebtedness secured hereby. Such Receiver will have all the other usual powers of receivers authorized by law and as the court may direct.

9. The integrity and responsibility of the Mortgagee(s) constitutes a part of the consideration for the obligations secured hereby. Should Mortgagee(s) sell, transfer, or convey the property described herein without prior written consent of Mortgagee, Mortgagee, at its option, may declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default.

10. Assignment of Rents including Proceeds of Mineral Leases. Mortgagee(s) hereby assigns, transfers, and conveys to Mortgagee all rents, royalties, bonuses, and delay moneys or other proceeds that may from time to time become due and payable under any real estate lease or under any oil, gas, gravel, rock, or other mineral lease of any kind including geothermal resources now existing or that may hereafter come into existence covering the property or any part thereof. All such sums so received by Mortgagee will be applied to the indebtedness secured hereby; or Mortgagee, at its option, may turn over and deliver to Mortgagee(s) or their successors in interest, any or all of such sums without prejudice to any of Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. This assignment will be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided, independent of the mortgage lien on the property. Upon payment in full of the mortgage debt and the release of this mortgage of record, this assignment will become inoperative and of no further force and effect.

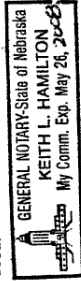
11. This Mortgage constitutes a Security Agreement with respect to all the property described herein. The covenants contained in this mortgage will be deemed to be severable; in the event that any portion of this mortgage is determined to be void or unenforceable, that determination will not affect the validity of the remaining portions of the mortgage.

Howard Emerson Wiles Jr  
Norma L. Wiles  
Howard Emerson Wiles Jr  
Norma L. Wiles  
Norma L. Wiles  
Wiles Investment Company Ltd, a Limited Partnership  
H Emerson Wiles Jr, Managing & General Partner

INDIVIDUAL BORROWER ACKNOWLEDGMENT

STATE OF NEBRASKA ) ss  
COUNTY OF CASS )

On this day of November, 2004, before me, a Notary Public, personally appeared Howard Emerson Wiles, Jr. (a/k/a H Emerson Wiles Jr) & Norma L. Wiles (husband & wife), to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



(SEAL)

My commission expires \_\_\_\_\_, before me, a Notary Public, personally appeared H Emerson Wiles, Jr.  
Notary Public in and for said County and State

LIMITED PARTNERSHIP BORROWER ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF CASS ) ss

On this day of November, 2004, before me, a Notary Public, personally appeared H Emerson Wiles, Jr.

to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he/they is/are the MANAGING & GENERAL PARTNER(S) of Wiles Investment Company Ltd

and that the instrument was signed on behalf of the limited partnership by authority of its partners and the general partners acknowledged the execution of the instrument to be the voluntary act and deed of the limited partnership by it and by them voluntarily executed.

(SEAL)

Keith L. Hamilton

(Type name under signature)  
Notary Public in and for said County and State  
Legal Doc. Date:

My commission expires \_\_\_\_\_  
Ap #: \_\_\_\_\_ ; Primary Customer ID #: \_\_\_\_\_ ; CIF #: \_\_\_\_\_  
FORM 5014, Real Estate Mortgage - South Dakota/Wyoming

5/18/88#

EXHIBIT "A"

SE ¼ SE ¼ of Section 25, Township 12 North, Range 13 East of the 6<sup>th</sup> P.M., and Lots 37 & 38 in SW ¼ SW ¼ of Section 30, Township 12 North, Range 14 East of the 6<sup>th</sup> P.M., Cass County, NE

West 20 acres of the W ½ NE ¼ of Section 1, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, NE

NE ¼ SE ¼, except Tax Lot 16 in Section 25, Township 12 North, Range 13 East of the 6<sup>th</sup> P.M., and NW ¼ SW ¼ of Section 30, Township 12 North, Range 14 East of the 6<sup>th</sup> P.M., and Lot 6 in NW ¼ SW ¼ of Section 31, Township 12 North, Range 14 East of the 6<sup>th</sup> P.M., and NE ¼ SW ¼ of Section 31, Township 12 North, Range 14 East of the 6<sup>th</sup> P.M., and East 60.11 acres in W ½ NE ¼ of Section 1, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, NE