

BK: 2017 PG: 824
Recorded: 5/17/2017 at 11:48:49.0 AM
Fee Amount: \$62.00
Revenue Tax:
Susan Ruppert RECORDER
Palo Alto County, Iowa

RETURN TO: AgStar Financial Services, 1921 Premier Dr, Mankato, MN 56001

This instrument was drafted by: Jo Emery, (bb), AgStar Financial Services, 1921 Premier Dr, Mankato, MN 56001

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OPEN-END MORTGAGE
(WITH FUTURE ADVANCE CLAUSE)
FOR REVOLVING LINE OF CREDIT

Loan No. 7800386900

THIS OPEN-END MORTGAGE (This "Mortgage") is made this 15th day of May, 2017, by and between Hawkeye Nine, Inc. (hereinafter referred to as "Mortgagor" whether one or more) whose mailing address is 1901 Main St PO Box 96, Emmetsburg, IA 50536-0096 and AgStar Financial Services, FLCA (hereinafter referred to as "Mortgagee"), an instrumentality of the United States whose address is 1921 Premier Dr, Mankato, Minnesota 56001.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Indebtedness (hereafter defined), Mortgagor does hereby mortgage, grant, bargain, sell, warrant and convey unto Mortgagee, its successors and assigns, forever, all the real estate, located in the County of Emmet, and State of Iowa, described in Exhibit A attached hereto and incorporated by reference herein (the "Land"), together with all of Mortgagor's estate, right, title, interest, claim, or demand, which Mortgagor now has or may hereafter acquire in or to the following: (1) all of the buildings, structures, appurtenances and other improvements now standing or at any time hereafter constructed or placed upon the Land (the "Improvements"); (2) all building materials, fixtures, crops, timber, furniture, appurtenances, machinery, goods, supplies, equipment, vehicles, parts, tools and other tangible personal property of any and every nature whatsoever that is now or hereafter (A) attached or affixed to the Land or the Improvements, or both, (B) situated upon or about the Land or Improvements, or both, regardless of whether physically affixed or severed or capable of severance from the Land or Improvements, or (C) regardless of where situated, used, usable, or intended to be used in connection with any present or future use, operation, occupation or enjoyment of or upon the Land; (3) all rights, tenements, hereditaments, easements, interests, privileges, licenses, permits, royalties, mineral rights, oil and gas rights, riparian and water rights, and other rights of any nature whatsoever benefiting or otherwise appurtenant to the Land or the Improvements, or both; (4) all of the water, water wells, ditches, reservoirs, reservoir sites, dams, sanitary and storm sewer systems and lines now or hereafter owned by Borrower which are now or hereafter located on, over or upon the Land or any part thereof; (5) all of Mortgagor's right, title, interest, property, claim, demand, judgments, awards proceeds and settlements or payments, including interest thereon and the right to receive the same, at law as well as in equity, as a result of (A) insurance proceeds pursuant to the insurance provisions hereof, or (B) the exercise of the right of eminent domain or other condemnation or taking of the property encumbered by this Mortgage, or (C) the alteration of the grade of any street, or (D) any other injury to, condemnation of, taking or requisitioning of, conversion of (voluntary or involuntary), damage to or decrease in the value of the property encumbered by this Mortgage; (6) all rents, issues, and profits of the Land or any of the foregoing; and (7) any after-acquired interest in the Land or any

of the foregoing, together with all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, and repairs to and proceeds from any and all of the foregoing (all of the foregoing, together with the Land are hereinafter referred to as the "Property").

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$300,000.00 (THE "MAXIMUM MORTGAGE AMOUNT"). LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

1. **MAXIMUM OBLIGATION LIMIT.** Notwithstanding anything to the contrary herein, the maximum principal indebtedness secured by this Mortgage at any one time is equal to the Maximum Mortgage Amount; provided, however, that this limitation of amount does not include interest and any other amount advanced by Mortgagee in protection of the Property or this Mortgage including without limitation taxes, assessments, charges, claims, fines, impositions, insurance premiums, amounts due under prior or superior mortgages and other prior or superior liens, encumbrances and interests, legal expenses and attorneys' fees.
2. **SECURED DEBT AND FUTURE ADVANCES.** This Mortgage secures:
 - a. The repayment of the indebtedness finally due and payable on **June 1, 2022** (the "Maturity Date," which may, to the extent applicable to the indebtedness of, arising from or relating to the Interest Rate Segment, as defined below, be extended to the latest Interest Rate Segment Maturity Date, as defined below, pursuant to the terms and conditions of the Note, as defined below) from Mortgagor to Mortgagee under a revolving line of credit extended to Mortgagor (together with any and all loans and advances made or deemed made, including, without limitation, one or more segments or partitions bearing interests at certain applicable rates of interest), evidenced by the Promissory Note/Loan Agreement (Revolving Line of Credit) dated as of **May 15, 2017** by and between Mortgagor and Mortgagee, as modified by any addendum thereto and all extensions, renewals, modifications, amendments, and substitutions thereof (collectively referred to as the "Note"), under which Mortgagee has committed and is obligated to make, as long as Mortgagor complies with all the terms of the Note, unlimited numbers of future advances to Mortgagor in the maximum amount not to exceed \$300,000.00, until the expiration of certain draw period defined therein, which period expires on **June 1, 2022**;
 - b. The repayment of all additional advances which Mortgagee may make from time to time to Mortgagor prior to the release of this Mortgage or other future obligations of Mortgagor to Mortgagee under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in such instruments evidencing Mortgagor's debts, whether absolute or contingent, and all extensions, renewals, amendments, and modifications thereof (the "Evidence of Debt"); provided, however, that the maximum principal indebtedness secured by this Mortgage at any one time, exclusive of interest and any other amounts illustrated in Paragraph 1 of this Mortgage, shall not exceed the Maximum Mortgage Amount. If the unpaid balance at any time exceeds such amount, then this Mortgage shall secure that portion of the outstanding balance which does not exceed such amount, and interest thereon, together with any other amounts illustrated in Paragraph 1 of this Mortgage. This paragraph is not intended as and shall in no event be construed as a commitment by Mortgagee to make any such additional loans, advances or financial accommodations;
 - c. The repayment of all additional sums advanced and expenses incurred by Mortgagee for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses, including without limitation reasonable attorney's fees and expenses, incurred by Mortgagee under the terms of the Note, this Mortgage, and/or the Evidence of Debt;
 - d. The payment of any and all interest on all principal sums secured by this Mortgage at such rate determined and/or specified by or pursuant to the terms and conditions of the Note and/or the Evidence of Debt. Such interest shall accrue on all principal from the date first disbursed or charged to Mortgagor at the rate provided for under the Note and/or the Evidence of Debt; and
 - e. The performance of any and all obligations under the Note, the Collateral Documents defined therein including without limitation this Mortgage, and/or the Evidence of Debt.

The obligations or indebtedness described above as secured hereby are collectively referred to as "Indebtedness" or "Secured Indebtedness."

The Note provides that, upon satisfaction of certain terms and conditions of the Note, certain segments of the outstanding balances of certain advances made under the Note may be converted to one or more Interest Rate Segment(s), as defined in the Note (the "Interest Rate Segment"), each bearing interest at the applicable Interest Rate Segment Rate. Pursuant to the terms and conditions of the Note and subject to Mortgagee's consent and approval (the "Interest Rate Segment Confirmation"), all Secured Indebtedness of, arising from or relating to the Interest Rate Segment may be finally due and payable on a date (as such term is defined in the Note, the "INTEREST RATE SEGMENT MATURITY DATE") which may be a date subsequent to or later than the Maturity Date stated in Paragraph 2(a) above. **It is the specific intent of and agreement between Mortgagor and Mortgagee that, in the event the Interest Rate Segment Maturity Date allowed by Mortgagee for such Interest Rate Segment is a date subsequent to or later than the Maturity Date stated in Paragraph 2(a) above: (i) to the extent applicable to the Secured Indebtedness of, arising from or relating to the Interest Rate Segment under the Note, the Maturity Date stated in Paragraph 2(a) above is and shall be extended to (and shall be deemed to be extended to) the latest Interest Rate Segment Maturity Date; (ii) Mortgagor shall execute a supplement or an amendment to this Mortgage and all other agreements, instruments, and documents deemed by Mortgagee to be necessary or desirable to perfect, memorialize, continue, or further secure Mortgagee's interests in and rights arising from this Mortgage and the Property in form and substance satisfactory to Mortgagee and its counsel; (iii) neither the extension of or to the Interest Rate Segment Maturity Date nor any failure to execute or record any supplement or amendment to this Mortgage containing the Interest Rate Segment Maturity Date shall impair, diminish or otherwise adversely affect the lien of or under this Mortgage, Mortgagee's rights, interests, and remedies associated therewith, or the priority or validity of any of the foregoing; and (iv) unless supplemented, amended or modified by any supplement or amendment to this Mortgage, the Maturity Date stated in Paragraph 2(a) above is and shall be deemed to be the maturity date of the Secured Indebtedness for the purposes of applying or complying with any applicable statutory or common law provisions or requirements of a state where the Property is located that may provide for the statutes of limitations applicable to any action or proceeding under or to foreclose this Mortgage or that may require description of a maturity date in a mortgage or similar instrument.**

THE TERMS AND CONDITIONS OF THE NOTE AND THE INTEREST RATE SEGMENT CONFIRMATION ARE INCORPORATED IN THIS MORTGAGE AND MADE A PART OF THIS MORTGAGE BY REFERENCE.

3. **BINDING EFFECT.** If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others.
4. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Indebtedness when due and in accordance with the terms of the Note, this Mortgage, and/or the Evidence of Debt. Mortgagor further covenants and agrees to promptly and faithfully observe all of its obligations under the Note, this Mortgage, and/or the Evidence of Debt.
5. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the Property in fee simple and has the right to convey the Property; that the Property is free and clear from all liens and encumbrances; that Mortgagee will quietly enjoy and possess the Property; that Mortgagor will warrant and defend the title to the Property against all claims, whether now existing or hereafter arising, not hereinbefore expressly excepted; and that all buildings and improvements now or hereafter located on the Property are, or will be, located entirely within the boundaries of the Property. The covenants and warranties of this paragraph shall survive foreclosure of this Mortgage, and shall run with the Property.
6. **PAYMENT OF CHARGES AGAINST THE PREMISES.** Mortgagor agrees to pay, before a penalty might attach for nonpayment thereof, all taxes and assessments and all other charges whatsoever levied upon or assessed or placed against the Property; to likewise pay all taxes, assessments and other charges, levied upon or assessed, placed or made against, or measured by, this Mortgage, or the recordation hereof, or the Secured Indebtedness, provided that Mortgagor shall not be obligated to pay any such tax, assessment or charge if such payment would be contrary to law or would result in the payment of an unlawful rate of interest on the Secured Indebtedness. Mortgagor shall promptly furnish to Mortgagee all notices received by Mortgagor of amounts due

under this paragraph. In the event of the passage after the date of this Mortgage of any applicable law, creating or providing for any tax, assessment or charge which may not be lawfully paid by Mortgagor, the Secured Indebtedness, together with interest due thereon, shall, at the option of Mortgagee, become immediately due and payable.

7. **LIENS.** Mortgagor shall keep the Property free and clear from all liens, whether prior or subordinate to this Mortgage, other than the lien of current real estate taxes and installments of official assessments with respect to which no penalty is yet payable; provided, that Mortgagor shall not be required to discharge any lien so long as Mortgagor shall agree to the payment of the obligations secured by such lien in a manner acceptable to Mortgagee, or shall, in good faith, contest such lien by appropriate legal proceedings which shall operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, and shall also give such reasonable security to Mortgagee as may be demanded by Mortgagee to insure compliance therewith.

8. **INSURANCE.** Mortgagor shall keep the buildings and other improvements now existing or hereafter erected on the Property insured by insurance carriers satisfactory to Mortgagee against loss by fire, hazards included in the term "extended coverage", and such other hazards, casualties and contingencies, including war damage insurance, as may be required by Mortgagee, for the full replacement cost thereof and for such periods as may be required by Mortgagee. Mortgagor shall also maintain comprehensive general liability insurance naming Mortgagee as an additional insured in an amount acceptable to Mortgagee, insuring against claims arising from any accident or occurrence in or on the Property. Mortgagor shall further maintain rental loss or business interruption insurance, as required by Lender, in an amount acceptable to Mortgagee. The policies of such insurance shall be in a form acceptable to Mortgagee and shall not contain a defense based on coinsurance, and shall contain the standard provision that no act of Mortgagor or of Mortgagor's agents or representatives will render the policy void as to Mortgagee or affect Mortgagee's right to recover in case of loss, and the policies of insurance shall have loss payable provisions in favor of and in form acceptable to Mortgagee. Mortgagor shall pay all premiums on such insurance by making payment when due. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and all paid premium receipts received by Mortgagor. In no event shall Mortgagee be held responsible for failure to pay for any insurance written or for any loss or damage growing out of a defect in any policy or growing out of any failure of any insurance company to pay for any loss or damage insured against or for failure by Mortgagee to effect the insurance required hereunder. In the event of loss, Mortgagor shall give prompt notice by mail to the insurance carrier and Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Mortgagor and Mortgagee shall jointly adjust the insurance; provided, however, that if it is not paid within 45 days following the damage or destruction it may be adjusted by Mortgagee alone at any time after said 45 day period if, but only if, an Event of Default exists at the time of adjustment. Mortgagee is authorized and empowered to collect and receive insurance proceeds, and to apply the insurance proceeds or any part thereof, at the sole discretion of Mortgagee, to the restoration or repair of the Property damaged or to the reduction of the Secured Indebtedness, in such order of application as Mortgagee may determine. All policies of insurance and any and all refunds of unearned premiums are hereby assigned to Mortgagee as additional security for the payment of the Secured Indebtedness. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale. Mortgagor shall not maintain or permit to be maintained any insurance of the type referred to in this paragraph with respect to the Property other than the insurance required under this paragraph.

9. **PRESERVATION AND MAINTENANCE OF MORTGAGED PROPERTY.** Mortgagor shall keep the buildings and other improvements now or hereafter erected on the Property in good repair and condition, ordinary depreciation excepted, and shall provide all utility services necessary for the operation and preservation of the Property. Mortgagor shall commit or permit no waste and shall not alter the design or structural character of any building now or hereafter erected on the Property without the prior written consent of Mortgagee and in no event shall Mortgagor do any act or thing which would unduly impair or depreciate the value of the Property. Mortgagor shall not abandon the Property. Mortgagor shall comply with all present and future laws, ordinances, regulations and requirements of any governmental body applicable to the Property and to the occupancy and operation thereof.

10. **INSPECTION.** Mortgagee, or its agents, shall have the right at all reasonable times to enter upon the Property for the purposes of inspection without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

11. PROTECTION OF MORTGAGEE'S SECURITY. If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which does or may adversely affect the Property or the interest of Mortgagor or Mortgagee therein, or the title of Mortgagor thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Mortgagee shall be the sole judge of the legality, validity and priority of any claims, liens, encumbrances, taxes, assessments, charges and premiums paid by it and of the amount necessary to be paid in satisfaction thereof. In the event that, after damage to or destruction of the Property or condemnation of a portion of the Property or a sale under threat thereof, Mortgagee elects to restore the Property, and the insurance, sale or condemnation proceeds as the case may be, which are paid to Mortgagee are not sufficient to pay for such restoration, Mortgagee may effect the restoration in such manner as it determines, and the cost thereof in excess of such proceeds, together with interest thereon from the date of disbursement at the rate provided in the Note, and/or the Evidence of Debt (unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permitted by applicable law) shall become an additional amount secured hereunder, and shall be immediately due and payable. Any amounts disbursed or incurred by Mortgagee pursuant to this paragraph, including, but not limited to, reasonable attorney's fees, with interest thereon, shall become additional Secured Indebtedness of Mortgagor secured by this Mortgage. Mortgagee is hereby given the irrevocable power of attorney (which power is coupled with an interest and given for security and is irrevocable) to enter upon the Property as Mortgagor's agent and in Mortgagor's name to perform any and all covenants and agreements to be performed by Mortgagor as herein provided. All amounts disbursed or incurred by Mortgagee pursuant to this paragraph shall be payable upon demand. Mortgagee shall, at its option, be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by the Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagor for any damages or claims arising out of action taken by Mortgagee pursuant to this paragraph.

12. CONDEMNATION. Mortgagor hereby irrevocably assigns to Mortgagee any award or payment which becomes payable by reason of any taking of the Property, or any part thereof, either temporarily or permanently, in or by condemnation or other eminent domain proceedings or by reason of sale under threat thereof, or in anticipation of the exercise of the right of condemnation or other eminent domain proceedings. Mortgagor will not enter into any agreement permitting or consenting to the taking of the Property or any part thereof or providing for the conveyance thereof in lieu of condemnation, with anyone authorized to acquire the same in condemnation or by eminent domain unless Mortgagee shall have first consented thereto in writing. In the event of any such taking, any awards shall be adjusted jointly by Mortgagor and Mortgagee; provided, however, any award not adjusted or paid within 30 days after such taking may be adjusted solely by Mortgagee at any time after said 30 day period if, and only if, an Event of Default exists at the time of adjustment. Mortgagor will file or prosecute in good faith and with due diligence what would otherwise be its claim in any such award or payment and cause the same to be collected and paid over to Mortgagee, and Mortgagor irrevocably authorizes and empowers Mortgagee (which power is coupled with an interest and given for security and is irrevocable), in the name of Mortgagor or otherwise, to file and prosecute any such claim and to collect, receipt for and retain the same. The proceeds of the award or payment may, after deducting all reasonable costs and expenses which may have been incurred by Mortgagee in the collection thereof, at the sole discretion of Mortgagee, be released to Mortgagor, applied to restoration of the Property or applied to the payment of the Secured Indebtedness, in such order of application as Mortgagee may determine.

13. ASSIGNMENT OF RENT. Mortgagor hereby assigns and transfers to Mortgagee all of Mortgagor's right, title and interest in and to all leases, rents, issues, income or profits from the Property and each and every part thereof, including all present and future leases and rental agreements for the use and occupancy of the non-homestead portion of the Property, for the purpose of securing the Secured Indebtedness. Mortgagor agrees not to default in performing its obligations under any lease or rental agreement with respect to the Property or any part thereof. This assignment may be enforced by Mortgagee at any time during the existence of an Event of Default hereunder, without regard to the adequacy of the security hereof or the solvency of Mortgagor, by any one or more of the following methods: (1) the appointment of a receiver; (2) Mortgagee's taking possession of the Property; (3) the collection by Mortgagee of any moneys payable under leases, purchase agreements or rental agreements directly from the parties obligated to make such payments; (4) the obtaining of an injunction and (5) any other method

permitted by law. This assignment shall be enforceable with or without appointment of a receiver throughout the entire redemption period provided by applicable law following any foreclosure sale of all or any portion of the Property. (If the Property is located in the State of Minnesota, rents and profits so received shall first be applied as provided in Minn. Stat. § 576.01, Subd. 2 and then to the Secured Indebtedness.) This assignment shall constitute a perfected, absolute and present assignment; provided, however, that Mortgagor shall have the right to collect the rents and to retain, use and enjoy the same unless and until an Event of Default occurs hereunder. Receipt by Mortgagee of rents, issues and profits and deposits shall not constitute a waiver of any right that Mortgagee may enjoy under this Mortgage or under the applicable state laws, nor shall the receipt and application thereof cure any Event of Default hereunder nor affect any foreclosure proceeding or any sale authorized by this Mortgage and the applicable state laws. There shall be no merger of the leasehold estates, created by the leases, with the fee estate of the Property without the prior written consent of Mortgagee. This assignment is given to facilitate payment and performance of this Mortgage, the Note, and the Evidenced Debt. Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any lease or under or by reason of this assignment, and Mortgagor shall and does hereby agree to indemnify and to hold Mortgagee harmless from any liability, loss or damage that it might incur under any lease or under or by reason of this assignment and from any claims and demands whatsoever that may be asserted against it by reason of any alleged obligations or undertakings on Mortgagee's part. Unless otherwise specified by Mortgagee in writing, all existing and future leases for the use or occupancy of all or any part of the Property shall be subordinate to the lien of this Mortgage. Mortgagor hereby appoints Mortgagee its attorney-in-fact, coupled with an interest, empowering Mortgagee to subordinate any leases to this Mortgage.

14. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCE. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing;

- a. 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. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property;
- c. Mortgagor will immediately notify Mortgagee 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, Mortgagor will take all necessary remedial action in accordance with Environmental Law;
- d. Mortgagor has no knowledge of or reason to believe there is any pending or threatening 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 Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Mortgagee in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Mortgagor 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 proceeding;
- e. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law;
- f. Mortgagor 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;
- g. Mortgagor will permit, or cause any tenant to permit, Mortgagee or Mortgagee'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 Mortgagor and any tenant are in compliance with applicable Environmental Law;
- h. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense;
- i. As a consequence of any breach of any representation, warranty or promise made in this paragraph, (1) Mortgagor shall indemnify and hold Mortgagee and Mortgagee'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 Mortgagee and Mortgagee's successors or assigns may sustain; and (2) at Mortgagee's discretion, Mortgagee may release this Mortgage and, if Mortgagee elects to do so, in return Mortgagor shall provide Mortgagee with

collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Mortgagee's rights under this Mortgage;

- j. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this paragraph shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Mortgagee or any disposition by Mortgagee of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

As used in this paragraph, (1) the term "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq., as amended), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq., as amended), the Clean Water Act (33 U.S.C. 1251 et seq., as amended), the Toxic Substance Control Act (15 U.S.C. 2601 et seq., as amended), and the Safe Drinking Water Act (42 U.S.C. 300f through 300j, as amended), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions, or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) the term "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment, including without limitation, any substance defined as "hazardous material," "toxic substances," "hazardous waste," or "hazardous substance" under any Environmental Law.

15. ACCELERATION IN THE EVENT OF SALE. In the event of sale, transfer or further encumbrance of any part of the Property, the Secured Indebtedness secured by this Mortgage is "Due on Sale," with Mortgagee having the option to accelerate and demand immediate payment of all outstanding amounts due.

16. DEFAULT. Each of the following occurrences shall constitute an event of default hereunder (herein called an "Event of Default"):

- a. Mortgagor shall fail to pay when due any amount payable under the Indebtedness secured by this Mortgage;
- b. Mortgagor shall fail duly to perform or observe any of the other covenants contained in this Mortgage, the Note, or the Evidence of Debt;
- c. Mortgagor shall fail to maintain the insurance coverage as required under this Mortgage;
- d. Any representation or warranty made by Mortgagor herein shall prove to have been untrue or misleading in any material respect; and
- e. The occurrence of an event of default under the Note or the Evidence of Debt.

17. ACCELERATION AND FORECLOSURE. Upon the occurrence of an Event of Default or at any time thereafter until such Event of Default is cured to the satisfaction of Mortgagee, Mortgagee may, at its option, exercise any of the following rights and remedies (and any other rights and remedies available to it):

- a. Mortgagee may declare immediately due and payable all Indebtedness secured by this Mortgage, and the Indebtedness shall thereupon be immediately due and payable without presentment or other demand, protest, notice of dishonor or any other notice of any kind, all of which are hereby expressly waived and bear interest as provided in the Note or the Evidence of Debt and Mortgagee may collect this amount in a suit at law or by foreclosure of this Mortgage (judicially or by power of sale) or both. Receipt of partial payment of the Secured Indebtedness after Mortgagee has exercised its right under this subparagraph shall not operate as a waiver of such right;
- b. Mortgagor hereby authorizes and empowers Mortgagee to foreclose this Mortgage by action, advertisement, or any other means pursuant to the laws of the State where the Property is located (if allowed under such state laws) in such case made and provided, power being herein expressly granted to sell the Property at public auction and to convey the same to the purchaser, and out of the proceeds arising from such sale, to pay all Secured Indebtedness with interest, and all legal costs and charges of such foreclosure and the maximum attorney's fees permitted by law, which costs, charges and fees Mortgagor herein agrees to pay;
- c. If permitted by applicable law, Mortgagee may foreclose this Mortgage by non-judicial sale;
- d. If permitted by applicable law, in any foreclosure action or other proceeding the court may appoint a receiver and receiver pendent elite for the Property with the usual powers provided by applicable law, and Mortgagor hereby consents to such appointment

- e. If permitted by applicable law, Mortgagee may obtain a judgment for any deficiency remaining in the Secured Indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided in this paragraph;
- f. If this Mortgage secures multiple numbers of advances made by Mortgagee, Mortgagee may apply foreclosure sale proceeds to the advances in the order and amounts Mortgagee may elects at its sole discretion; and
- g. Mortgagee may exercise any other remedies provided under the Note or the Evidence of Debt.

18. **CONFORMED COPY AND DEFAULT NOTICE.** If required by applicable law, Mortgagee will:
- a. Provide Mortgagor with a conformed copy of this Mortgage and the Notes or the Evidence of Debt that this Mortgage secures at the time they are executed or within a reasonable time after the recording of the Mortgage; and
 - b. If Mortgagee intends to foreclose this Mortgage, give Mortgagor written notice of any default under the terms or conditions of this Mortgage, the Note, or the Evidence of Debt, which notice will be sent by certified mail to the address of the Property, or such other address as Mortgagor designate in writing to Mortgagee, and will contain the following provisions:
 - (1) the nature of the default;
 - (2) the action required to cure the default;
 - (3) a date, not less than 30 days from the date the notice is mailed by which the default must be cured;
 - (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by the mortgage and sale of the Property;
 - (5) that Mortgagor has the right to reinstate the mortgage after acceleration; and
 - (6) that Mortgagor has the right to bring a court action to assert the nonexistence of a default or any other defense of Mortgagor to acceleration and sale.

19. **WAIVER OF HOMESTEAD.** Except to the extent prohibited by applicable law, Mortgagor waives all homestead exemption rights relating to the Property.

HOMESTEAD EXEMPTION WAIVER

I, UNDERSIGNED MORTGAGOR, UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, SEIZURE, FORECLOSURE, OR SALE UNDER ANY OTHER LEGAL PROCESS; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP AND WAIVE MY RIGHT TO THIS PROTECTION FOR THE PROPERTY WITH RESPECT TO CLAIMS BASED ON THIS MORTGAGE.

ENTER DATE SIGNED NEXT TO SIGNATURE.

Hawkeye Nine, Inc.,
An Iowa Corporation

Pat Joyce
Mortgagor: Pat Joyce, Secretary

Date: 5/16/17

Mortgagor:

Date: _____

Mortgagor:

Date: _____

Mortgagor:

Date: _____

20. **MISCELLANEOUS RIGHTS OF MORTGAGEE.** Mortgagee may at any time and from time to time, without notice, release any person liable for payment of any Secured Indebtedness hereby, extend the time or agree to alter the terms of payment of any of the Secured Indebtedness, accept additional security of any kind, release any Property securing the Secured Indebtedness, consent to the making of any plat or map of the Property or the creation of any easement thereon or any covenants restricting use of occupancy thereof, or alter or amend the terms of this

Mortgage in any way. No such release, modification, addition or change shall affect the liability of any person other than the person so released for payment of any Secured Indebtedness, nor affect the priority and first lien status of this Mortgage upon any property not so released. Any personal property remaining upon the Property, after such Property has been possessed or occupied by Mortgagee or its agent following foreclosure of this Mortgage or under any deed in lieu of foreclosure, shall be conclusively presumed to have been abandoned by Mortgagor or any other former owner thereof; and Mortgagee shall not in any way incur any liability or obligation to said Mortgagor or former owner by reason of any action which Mortgagee in its sole discretion chooses to take with respect to said personal property; provided, however, that in no event shall Mortgagee be required to take any affirmative action in preserving, protecting or otherwise overseeing the deployment or storage of said personal property, nor shall Mortgagee incur any liability to Mortgagor or former owner of said personal property because of failure to take any such affirmative action with respect to said personal property.

21. ADDITIONAL FINANCIAL ACCOMMODATIONS. In addition to the payment of the Indebtedness secured hereby, this Mortgage shall also secure the payment of all other advances heretofore or at any time hereafter made to the Mortgagor by the Mortgagee and the payment of all other Indebtedness of every type and description now or hereafter owing by the Mortgagor to the Mortgagee, unless (in the case of any such advance of Indebtedness) the Mortgagee agrees otherwise in writing.

22. FINANCIAL REPORTS. Mortgagor agrees to provide to Mortgagee, upon request, any financial statement or information Mortgagee may deem necessary, not more frequently than annually and at any time when the Secured Indebtedness is delinquent or otherwise in default and at such other reasonable times as Mortgagee may request.

23. DISSEMINATION OF INFORMATION. If Mortgagee determines at any time to sell, transfer or assign the Note, this Mortgage, and any other security instruments, and any or all servicing rights with respect thereto, or to grant participation's therein ("Participations") or issue, in a public offering or private placement, mortgage pass-through certificates or other securities evidencing a beneficial interest in the loan ("Securities"), Mortgagee may forward to each purchaser, transferee, assignee, servicer, participant, investor, or their respective successors in such Participations and/or Securities (collectively, the "Investor"), any rating agency rating such Securities and each prospective Investor, all documents and information which Mortgagee now has or may hereafter acquire relating to the Indebtedness and to Mortgagor, any guarantor, any indemnitors, and the Property, which shall have been furnished by Mortgagor, any guarantor, or any indemnitors, as Mortgagee determines necessary or desirable.

24. FORBEARANCE BY MORTGAGEE NOT A WAIVER. Any delay by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy of any other right or remedy hereunder or at law or equity. The failure of Mortgagee to exercise any option to accelerate the Secured Indebtedness, the forbearance by Mortgagee before or after the exercise of such option, or the withdrawal or abandonment of proceedings provided for by this Mortgage shall not be a waiver of the right to exercise such option or to accelerate the maturity of such Secured Indebtedness by reason of any past, present or future event which would permit acceleration under Paragraph 17 hereof. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the Secured Indebtedness. Mortgagee's receipt of any awards, proceeds or damages hereunder shall not operate to cure or waive default by Mortgagor under Paragraph 17 hereof.

25. MORTGAGEE'S REMEDIES CUMULATIVE. All remedies of Mortgagee are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently or independently, and as often as the occasion therefor arises.

26. SUCCESSORS AND ASSIGNS BOUND; NUMBER; GENDER; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, legal representatives, successors and assigns of Mortgagee and Mortgagor. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

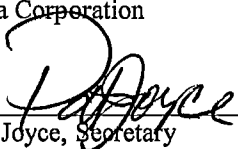
27. **NOTICE.** Any notice from Mortgagee to Mortgagor under this Mortgage shall be deemed to have been given by Mortgagee and received by Mortgagor, when mailed by certified mail by Mortgagee to Mortgagor at the Property or at such other address as Mortgagor may designate to Mortgagee. Any notice from Mortgagor to Mortgagee under this Mortgage shall be deemed to have been given by Mortgagor and received by Mortgagee when received by Mortgagee at Mortgagee's address stated above, or at such other address as Mortgagee may designate to Mortgagor.

28. **GOVERNING LAW; SEVERABILITY.** The validity, construction and enforceability of this Mortgage shall be governed by the laws of the State of Iowa, without giving effect to conflict of laws principals thereof. At the option of Mortgagee, this Mortgage may be enforced in any Federal Court or Iowa State Court sitting in the County of Palo Alto and the State of Iowa; and Mortgagor consents to the jurisdiction and venue of any such court and waives any argument that venue in such forums is not convenient.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the day and year first-above written:

MORTGAGOR:

Hawkeye Nine, Inc,
An Iowa Corporation


By: Pat Joyce, Secretary

STATE OF _____)
) ss (Individual)
COUNTY OF _____)

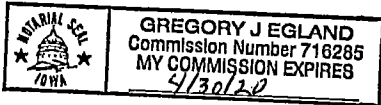
On _____, 20____ before me personally appeared _____, married to each other, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Name: _____
Notary Public, State of _____
Commissioned in _____ County

My commission expires _____.

STATE OF Iowa)
) ss (Corporation)
COUNTY OF Palo Alto)

The foregoing was acknowledged before me on May 16, 2007 by Pat Joyce the Secretary of Hawkeye Nine, Inc., an Iowa Corporation, on behalf of said Corporation.



Gregory J Eglund
Name: Gregory J Eglund
Notary Public, State of Iowa
Commissioned in Palo Alto County

My commission expires 4/30/20.

STATE OF _____)
) ss (Partnership)
COUNTY OF _____)

The foregoing was acknowledged before me on _____, 20____ by _____ and _____, Partners of _____, a Minnesota Partnership, on behalf of said partnership.

Name: _____
Notary Public, State of _____
Commissioned in _____ County

My commission expires _____.

EXHIBIT A
LEGAL DESCRIPTION ATTACHMENT

Loan No. 7800386900

The real estate in Palo Alto County, Iowa, referred to in the Mortgage or Deed of Trust dated **May 15, 2017**, executed by Hawkeye Nine, Inc., as Mortgagors/Grantors, to AgStar Financial Services, FLCA as Mortgagee/Beneficiary, is described as follows:

That part of the SW1/4 of SE1/4, Sec. 35, Twp 95N, R33W, Palo Alto County, Iowa described as follows:
Beginning at the South Quarter corner of said Section 35; thence on an assumed bearing of North 90 degrees 00 minutes East, along the South line of said Section, a distance of 880.00 feet to an iron monument; thence North 0 degrees 09 minutes 39 seconds West, a distance of 811.00 feet to an iron monument; thence South 90 degrees 00 minutes West, a distance of 880.00 feet to an iron monument located on the North-South Quarter line of said Section, thence South 0 degrees 09 minutes 39 seconds East, along said North-South Quarter line, a distance of 811.00 feet to the point of beginning.

Subject to existing highways, easements and rights of way of record.

PID: 000180035004031