No.	Gen.	Num.	Paged		
#6					
drk		Register of Deeds			

Submitted by: Abstract & Title, Inc.
$40.00

2017-02194
STATE OF NEBRASKA } SS
SALINE COUNTY

Entered in numerical index and filed on record, the 27 day of December 2017 at 01:46 o'clock PM and recorded in Book 428 of REC Page 536

County Clerk
Electronically Recorded By: drk

RETURN RECORDED DOCUMENT TO:

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

Loan No. 60718116

GENERAL SUBORDINATION AGREEMENT

(ENCUMBRANCE HOLDER SUBORDINATING TO AXA)

THIS GENERAL SUBORDINATION AGREEMENT (this "**Agreement**") made as of DEC. 27, 2017, 2017 by Citizens State Bank (the "**Undersigned**") in favor of AXA EQUITABLE LIFE INSURANCE COMPANY ("**Lender**").

RECITALS

A. **WHEREAS,** Robert D. Milton, Harvey N. Milton, Logan M. Milton, Brent H. Milton, Wayne H. Milton, Tara L. Milton, Sandra K. Milton (the "**Borrower**") have applied to Lender for a loan in the amount of Nine Hundred Thousand and No/100 Dollars ($900,000.00) (the "**Loan**"), to be evidenced by a promissory note in that amount dated on or about the date hereof (the "**Note**") and secured by a mortgage, deed of trust or security deed dated on or about the date hereof (the "**Mortgage**"), encumbering the real property located in Saline County, Nebraska and more particularly described in Exhibit A attached hereto ("**Real Estate**") and that certain personal property described in Exhibit B hereof ("**Collateral**"). The Note, Mortgage and all other documents executed by Borrower in connection therewith are referred to herein as the "**Loan Documents**";

B. **WHEREAS,** the Undersigned is the holder of security agreement(s) or other encumbrance ("**Encumbrance**") that provides the undersigned with a security interest in the Collateral referenced in the UCC filings identified in Exhibit C.

C. **WHEREAS,** to induce Lender to make the Loan, the Undersigned has agreed with Lender to subordinate to the lien of the Mortgage all right, title and interest of the Undersigned, including the Encumbrance, in and to all or any part of the Collateral;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00) paid by Lender to the Undersigned at or before delivery of this Agreement, the receipt of which is hereby acknowledged, the Undersigned hereby covenants and agrees with Lender as follows:

1. Subordination. Any and all of the rights, options, liens and charges in the Collateral, which the Undersigned may have pursuant to the Encumbrance or otherwise shall be and shall continue to be subject and subordinate to the lien to the Loan Documents, the lien of the Mortgage, and to any extensions, renewals and modifications thereof, to the extent of said amount, whether heretofore or hereafter advanced, and to all sums which may be advanced for the payment of taxes, assessments, insurance premiums and otherwise as contemplated by the terms of the Loan Documents, together with interest as provided by the Loan Documents.

2. Amendments in Writing. This Agreement may not be changed or terminated orally and shall bind and inure to the benefit of the Lender and the Undersigned and their respective heirs, personal representatives, successors and assigns.

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

4. Lender Reliance. The parties acknowledge and agree (a) that but for this Agreement, Lender would not disburse the sums evidenced by the Note; and (b) that Lender will disburse such sums in reliance upon the provisions of this Agreement.

5. Successors and Assigns. This Agreement and each and every covenant, agreement and provision hereof shall be binding upon each of the parties hereto and their respective successors and assigns, and shall inure to the benefit of each of the parties hereto and their respective successors and assigns. Notice of acceptance of this Agreement is hereby waived on behalf of all parties and their successors and assigns.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE ON FOLLOWING PAGE

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

UNDERSIGNED:

Citizens State Bank

By: Jim Niemeier, VP
Name: Jim Niemeier
Title: Vice President

Address: 150 Maple St
PO Box 198
Friend NE 68359

STATE OF Nebraska)
) ss.
COUNTY OF Saline)

The foregoing instrument was acknowledged before me this 26th day of December, 2017, by Jim Niemeier, as Vice President of Citizens State Bank.

GENERAL NOTARY - State of Nebraska
BROOK L. PAULSEN
My Comm. Exp. May 22, 2018

Notary Public
My commission expires: May 22, 2018
Commission No.:

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:
Southeast Quarter (SE¼) of Section Nine (9), Township Five (5) North, Range Three (3) East of the 6th PM, Saline County, Nebraska
Except a fraction Deed to the State of Nebraska in Deed Book 111 Page 689, in the Register of Deeds Office, Saline County, Nebraska.

Parcel 2:
Part of the Southwest Quarter of Section 13, Township 8 North, Range 1 East of the 6th P.M., Saline County, Nebraska, lying North of the railroad right of way, except a tract described as follows: Commencing at the Southwest 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 N 87°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.

EXHIBIT B

PERSONAL PROPERTY

All of the following collateral which is now or hereafter owned by Debtor, attached to, or produced from, or used in connection with the Real Estate described on Exhibit A attached hereto (the "**Real Estate**"), and the products and proceeds thereof:

Irrigation wells, including but not limited to G-085128 and G-056878, water well registrations, pumps and water rights including but not limited to those with the Big Blue Natural Resources District.

EXHIBIT C

UCC FILINGS

UCC FINANCING STATEMENT – ORIGINAL FILING NO. 9811587231-5 FILED August 17, 2011, AND AS SUBSEQUENTLY AMENDED AND CONTINUED AS FILING NOS. 9816902723-1 AND 9816925542-4;