

-----State of Iowa-----
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DEED OF TRUST

THIS INDENTURE, made and executed this 1st day of March, 2022, by and between Shodel, Inc., An Iowa Corporation, of the City of Delhi, County of Delaware, and State of Iowa, first parties, and BankIowa a corporation organized under the laws of the State of Iowa with its principal office and place of business at Cedar Rapids, Iowa, second party,

Witnesseth:

That first parties for and in consideration of the indebtedness to the second party and of the trust hereinafter created, and in further consideration of the sum of One Dollar (\$1.00) and other valuable consideration to them in hand paid by the second party, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto second party, its successors and assigns forever, the certain real estate and the appurtenances thereunto belonging, situated in the County of Delaware and State of Iowa to-wit:

The West fractional one-half (Wfr ½) of the Northeast Quarter (NE ¼), and the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), and the North one-half (N ½) of the Southwest Quarter (SW ¼), and the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) except the East eleven (11) acres thereof of Section Four (4), and that part of the Northwest Fractional Quarter (NWfrl ¼) of Section Four (4) described as commencing at the Southwest corner thereof and running thence North thirteen (13) chains and seventy (70) links, thence South 74° East ten (10) chains and twenty three (23) links, thence North 38 1/2° East thirty five (35) chains and fifty (50) links to a point on the North line of said Northwest fractional Quarter (NWfrl ¼), thence East eight (8) chains and thirty (30) links to the Northeast corner of said Northwest fractional Quarter (NWfrl ¼), thence South thirty nine (39) chains and five (5) links to the Southeast corner of said Northwest fractional Quarter (NWfrl ¼), thence West (40) chains to the point of beginning, except that part described as commencing at the Southwest corner of the Northwest fractional Quarter (NWfrl ¼) of said Section Four (4), thence North three hundred fifteen (315) feet, thence East eight hundred ninety two and two-tenths (892.2) feet to the point of beginning, thence North 78° 52' East one hundred seventy five (175) feet, thence North 7° 59' East one hundred thirty five (135) feet, thence North 62° 54' West one hundred seventy five (175) feet, thence South 7° 59' West two hundred forty nine and six-tenths (249.6) feet to the point of beginning; and that part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) and of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Five (5) described as commencing at the Southeast corner of said Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) and running thence North thirty three (33) chains and seventy (70) links, thence West ten (10) chains and fifty (50) links, thence South 5° East to a point seven (7) chains and thirty five (35) links West of the place of beginning, thence East to the place of beginning, and the East fourteen and one-half (14 ½) acres of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Five (5), all in Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M., and the South three-fourths (S 3/4) of the West half (W ½) of the Southeast Quarter (SE ¼) of Section Thirty Three (33), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M.

AND

Lots One (1), Two (2) and Three (3) of the Subdivision of the East one-half (E ½) of Section Five (5) and the West one-half (W ½) of Section Four (4), Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 32; also the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Section Thirty Three (33), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M.; and all that part of the North one-half (N ½) of the Northeast Quarter (NE ¼) of Section Five (5), Township Eighty Seven (87) North, Ranger Four (4), West of the Fifth P.M. lying South of the Road and North of said Lot Two (2),

AND

The Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Thirty Three (33), and the North nineteen (19) acres of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) and the South two (2) rods of the East two (2) rods of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Thirty Two (32), Township Eighty Eight (88) North, Range Four (4), West of the Fifth Principal Meridian, and the East two (2) rods of that part of the North fractional one-half (Nfr ½) of the Northeast Quarter (NE ¼) of Section Five (5), Township Eighty Seven (87) North, Range Four (4), West of the Fifth Principal Meridian, lying North of the Bay School House Road,

AND

The South twenty one (21) acres of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼), except a tract of land two (2) rods square in the Southeast corner thereof, and the East five (5) acres of the South two-thirds (S 2/3) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼), all in Section Thirty Two (32), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M.; and all that part of the North fractional one-half (Nfr ½) of the Northeast Quarter (NE ¼) of Section Five (5), Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M. lying North of the Bay School House road as now laid out and traveled, except the East two (2) rods thereof, and except beginning at the Northwest corner of said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) and running thence South six (6) rods and six (6) feet, thence Southeasterly thirty nine (39) rods along the center of the road, thence North to the North line of said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) to a point thirty eight (38) rods East from the Northwest corner of said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼), thence West thirty eight (38) rods to the point of beginning.

and also all of the rents, issues, use and profits of said land and the crops raised thereon, from date hereof until the debt secured thereby shall be paid in full, the intention being to convey hereby an absolute title in fee to the property hereinabove described, including any right of homestead and also every contingent right therein.

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the second party, its successors and assigns, forever, first parties hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto second party, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the first parties hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Provided always, that this conveyance is made in trust for the following uses and purposes:

To secure payment to second party, its successors or assigns, of all notes, obligations and liabilities of first parties to second party, and on which note or notes, obligations and liabilities first parties, either jointly or severally, is or are maker, endorser, surety or guarantor. The intention of first parties hereby is to cover and secure payment to second party of any indebtedness now or hereafter owing by first parties and also to secure payment of any extensions or renewals of any such indebtedness or any part thereof. When all such notes, obligations and liabilities and any renewals or extensions thereof shall be fully paid, together with interest thereon, then these presents shall be void, otherwise they shall be and remain in full force and effect.

First parties hereby agree to pay all taxes and assessments, general or special, upon or against any of the real estate hereinabove described, or any part thereof, before such taxes or special assessments become delinquent and agree to keep all of the said property and the buildings thereon, insured against loss or damage by fire with extended coverage during the existence of this Deed of Trust, in at least the insurable value of such buildings in insurance companies approved by second party, its successors or assigns, and also hereby agree to deliver such insurance policies to second party as further security for the payment of the obligations herein secured. First parties also hereby agree that in the event of loss or damage of any such property by any of the hazards insured against, that the proceeds of such insurance, at the option of the second party, its successors or assigns, shall be paid to and received by second party, its successors or assigns, and applied toward payment of the obligations secured by this Deed of Trust.

It hereby expressly is agreed by and between the parties hereto and made part of this Deed of Trust that in the event of the nonpayment of any of said notes, obligations and liabilities in accordance with their terms at maturity, whether such maturity be by acceleration or otherwise, or in the event of the failure of first parties to keep and perform any of the conditions, stipulations and covenants herein contained, that then the whole amount of principal and interest secured by this Deed of Trust and then unpaid shall become due and payable absolutely, at the option of second party, its successors or assigns, and without notice to first parties, suit may be brought for the collection thereof, and for the foreclosure of this Deed of Trust. It further hereby is agreed by and between the parties that second party, its successors or assigns, may, if it so elect, pay any delinquent taxes, general or special, against the above described property or any part thereof, and insurance premiums and that any moneys so expended shall become part of the obligations secured hereby in addition to the other notes and obligations secured hereby and shall draw interest at the rate of _____ per cent per annum from date of such actual advancement by second party until repayment thereof to second party.

First parties hereby agree that in the event legal proceedings by foreclosure otherwise are instituted to collect any of the notes or obligations or liabilities hereby secured, or in the event of the collection of any such notes or obligations by an attorney at law, that a reasonable attorney's fee and also the reasonable cost and expense of an abstract of title and title search shall be allowed and added to the debt secured hereby and become lien upon all of the property hereinabove described. And first parties agree to pay such attorney's fees, abstract expense and title search expense, and such attorney's fees and expenses shall be taxed as part of the costs in any judgment or decree rendered in such proceedings. If the holder of this Deed of Trust at any time becomes involved in any legal, equitable or other proceedings involving any of the security hereinbefore mentioned, or involving the proceeds of any of such security, first parties hereby agree to pay the reasonable expenses, including attorney's fees of the holder hereof by reason thereof, and this Deed of Trust shall stand as security for all such sums.

It is hereby further agreed that in case of default in any respect in the strict performance of any of the covenants, agreements or conditions of this Deed of Trust, that the second party, its successors or assigns, either before or on commencement of any action to foreclose this Deed of Trust, or at any time thereafter, shall be entitled to the appointment of a receiver who shall have the power to take and hold possession of the hereinabove described real estate, and rent the same and collect the rents and profits therefrom, and such rights shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in foreclosure and the right to have such receiver

appointed on application of second party, or its successors or assigns, shall exist during the statutory period of redemption, regardless of the solvency or insolvency of the first parties and regardless of the value of the aforesaid premises or the waste, loss or destruction of the rents and profits of said premises.

It is hereby further agreed and understood that in case the first parties default hereunder in any respect, that the second party, its successors or assigns, is authorized at its option to take immediate possession of the aforesaid real estate, or any part thereof, and to rent the said real estate and shall be liable to account to the first parties only for the net profits thereof. And it is further agreed that the taking of possession of such property by second party, its successors or assigns, as provided above shall in no manner prevent or retard the collection of the notes or obligations hereunder payable, by foreclosure or otherwise. And second party, its successors or assigns, hereby is authorized to hold or to continue such possession until the said real estate is sold and if redemption of any of the property is permitted by law, then until such property has been redeemed, or until the time for redemption has expired.

Obligations of the First Parties secured by this conveyance may not be assumed by a purchaser without written consent of the second party hereto.

In case the title to any of the property covered by this Deed of Trust is attacked, first parties hereby authorize second party to employ an attorney and contest the claim, and first parties hereby agree that the reasonable attorney's fee of such attorney shall be allowed and added to the debt secured hereby, and shall become a lien upon the property covered by this Deed of Trust, and that such fees and expenses so expended shall become a part of the principal secured hereby, in addition to the notes, liabilities and obligations secured hereby, and shall draw interest at the rate of _____ per cent per annum.

"ADDENDUM FOR HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION"

Borrower recognizes that the loan described in this Deed of Trust will be in default should any loan proceeds be used for the purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

IN WITNESS WHEREOF, first parties have hereunto set their hands and seals at Independence, Iowa on the date first hereinabove written.

Shodel, Inc, *(Larry R. Shover, Pres.)*
x SHODEL INC (SEAL)
Larry Shover, President
x Nancy Shover, VP, Sec. (SEAL)
Nancy Shover Vice President/Secretary

STATE OF IOWA

COUNTY OF BUCHANAN } SS:

On this 1st day of March, A.D. 2022, before me, the undersigned, a Notary Public in and for Buchanan County, personally appeared Larry Shover, President and Nancy Shover, Vice President/Secretary to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Shirley Allen
Notary Public in and for
Buchanan County, Iowa
Shirley Allen

