

Recorded: 9/21/2026 at 2:22:24.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2026 PG: 2762

|                                                                |                                    |                                          |                          |
|----------------------------------------------------------------|------------------------------------|------------------------------------------|--------------------------|
| Prepared by: Austin Coon<br>Returned to: Fidelity Bank & Trust | Address:<br>507 Hwy 52 S PO Box 99 | City, State, Zip:<br>Guttenberg, IA 5205 | Phone:<br>(563) 252-1493 |
| <b>DEED OF TRUST AND SECURITY AGREEMENT</b>                    |                                    |                                          | Date 09/18/2026          |

| MORTGAGOR(GRANTOR) NAME AND ADDRESS                                                                                                          | MORTGAGEE(GRANTEE) NAME AND ADDRESS                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| RICHARD D. BOCKENSTEDT REVOCABLE TRUST<br>KIMBERLY S. BOCKENSTEDT REVOCABLE TRUST<br>An Iowa Trust<br>1623 STATE HWY 38<br>GREELEY, IA 52050 | FIDELITY BANK & TRUST<br>507 Hwy 52 S PO Box 99<br>Guttenberg, IA 52052<br>(563) 252-1493 |

THIS INDENTURE, made and executed this 18th day of September, 2026, by and between **RICHARD D. BOCKENSTEDT REVOCABLE TRUST AND KIMBERLY S. BOCKENSTEDT REVOCABLE TRUST**, an Iowa Trust of the City of Greeley, County of Delaware, State of Iowa, first parties and **FIDELITY BANK & TRUST**, a corporation organized under the laws of the State of Iowa with its principal office and place of business at 4250 Asbury Rd., Dubuque, IA 52002, 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, to 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 the State of Iowa to wit:

SEE ATTACHED EXHIBIT A.

☐ "THIS IS A PURCHASE MONEY MORTGAGE AS DEFINED BY IOWA LAW."  
(If marked)

Address of property: 1623 STATE HWY 38, GREELEY IA 52050

and also all of the rents, issues, use and profits of said land and 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. During the existence of this "Deed of Trust," first parties shall not, without prior written consent of Fidelity Bank & Trust, give, sell, convey or otherwise transfer title to any third party, the premises mortgaged herein.

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto 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, all of 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

R.B.  
K.B.

party of any indebtedness now or hereafter owing by first parties and also to secure payment of any extensions or renewal 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 obligation 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 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 the 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 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 21 percent 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 or 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 any abstract of title and title search shall be allowed and added to the debt secured hereby and become a lien upon all of the property hereinabove described. Any first parties agree to pay such attorney's fees, abstract expense and title search expense, and 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 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 all cases of default in any respect in the strict performance of any 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 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 there from, 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 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, its successors or assigns hereto.

In case the title to any of the property covered by this Deed of Trust is attached, first parties hereby authorize second party, its successor or assigns to employ an attorney and contest the claim, and first parties hereby agree after that, the reasonable attorney's fees 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 expanded 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 21 per cent per annum.

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

NOTICE: This mortgage secures credit in the amount of \$5,000,000.00. 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. Nothing contained in this mortgage shall constitute a commitment to make additional loans of any amount.

**RICHARD D. BOCKENSTEDT REVOCABLE TRUST**

by Richard D. Bockenstedt (Seal)

**RICHARD D. BOCKENSTEDT, TRUSTEE UNDER THE RICHARD D. BOCKENSTEDT REVOCABLE TRUST**

**KIMBERLY S. BOCKENSTEDT REVOCABLE TRUST**

by Kimberly S. Bockenstedt (Seal)

**KIMBERLY S. BOCKENSTEDT, TRUSTEE UNDER THE KIMBERLY S. BOCKENSTEDT REVOCABLE TRUST**

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrowers and recorded with it.

This Deed of Trust matures 40 years from the date of origination.

"I understand that homestead property is in many cases protected from the claim of creditors and exempt from judicial sales, and that by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract."

**RICHARD D. BOCKENSTEDT REVOCABLE TRUST**

by Richard D. Bockenstedt (Seal)

**RICHARD D. BOCKENSTEDT, TRUSTEE UNDER THE RICHARD D. BOCKENSTEDT REVOCABLE TRUST**

**KIMBERLY S. BOCKENSTEDT REVOCABLE TRUST**

by Kimberly S. Bockenstedt (Seal)

**KIMBERLY S. BOCKENSTEDT, TRUSTEE UNDER THE KIMBERLY S. BOCKENSTEDT REVOCABLE TRUST**

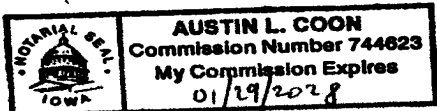
#### ACKNOWLEDGMENT

State of Iowa )

County of ~~Keokuk~~  
Clayton )

) SS

On this 18th day of September, 2026 before me, the undersigned, a Notary Public in and for Clayton County, Iowa, personally appeared Richard D. Bockenstedt and Kimberly S. Bockenstedt, to me personally known, who being duly sworn or affirmed did say that person is Trustees, of said entity, that (no seal has been procured by said entity) and that said instrument was signed and sealed, if applicable, on behalf of the said entity by authority of its board of directors/partners/members and the said Trustees, acknowledge the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.



Austin L. Coon  
Notary Public in and for Clayton County, Iowa.

My commission expires: 01/29/2028

Parcel 2021-129 in the Southeast Quarter of the Southwest Quarter and in the Southwest Quarter of the Southeast Quarter of Section 17; Parcel 2021-130 in the Northwest Quarter of the Northeast Quarter of Section Twenty, Parcel 2021-131 in the Northwest Quarter of the Northeast Quarter and in the Northeast Quarter of the Northeast Quarter of Section Twenty, ALL IN Township 90 North, Range 4 West of the 5<sup>th</sup> P.M., Delaware County, Iowa, according to the plat recorded in Book 2021-Page 3992,  
AND

Parcel 2013-27, part of the Northwest Quarter of the Southwest Quarter in Section 17, Township 90 North, Range 4 West of the 5<sup>th</sup> P.M., Delaware County, Iowa, according to the plat recorded in Book 2013, Page 1128,  
AND

The South sixty (60) acres of the East one-half (E ½) of the Southwest Quarter of Section Seventeen (17); and the Southwest Quarter (SW ¼) of the Southeast Quarter of Section Seventeen (17); and the Northwest Quarter (NW ¼) of the Southeast Quarter of Section Seventeen (17) except that part described as commencing at the Northeast corner thereof, and running thence South to the Southeast corner of said Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), thence Northwesterly in a straight line to a point on the West line of said Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) that is forty (40) rods South of the Northwest corner of said Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), thence North forty (40) rods to said Northwest corner, thence East to the point of beginning; and that part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Seventeen (17) described as commencing at a point eight (8) rods South of the Northwest corner of said Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼), thence South seventy-two (72) rods, thence East thirteen and one-half (13 ½) rods, thence Northeast forty-five (45) rods to the center of the road, thence Northwest 54 rods to the point of beginning; and the North one-half (N ½) of the East three-fourths (E ¾) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Twenty (20) all in Township Ninety (90) North, Range Four (4) West of the Fifth P.M.; except Parcel 2021-129 in the Southeast Quarter of the Southwest Quarter and in the Southwest Quarter of the Southeast Quarter of Section 17; Parcel 2021-130 in the Northwest Quarter of the Northeast Quarter of Section Twenty, Parcel 2021-131 in the Northwest Quarter of the Northeast Quarter and in the Northeast Quarter of the Northeast Quarter of Section Twenty, ALL IN Township 90 North, Range 4 West of the 5<sup>th</sup> P.M., Delaware County, Iowa, according to the plat recorded in Book 2021-Page 3992  
AND

Parcel 2022-27 in the Northwest Quarter of the Northwest Quarter and Parcel 2022-28 in the Northeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northwest Quarter, all in Section 17, Township 90 North, Range 4 West of the 5<sup>th</sup> P.M., Delaware County, Iowa, according to the plat recorded in Book 2022, Page 517.

THE SOUTH EAST QUARTER (SE 1/4) OF THE SOUTH EAST QUARTER (SE 1/4) OF SECTION THIRTY ONE (31), TOWNSHIP NINETY (90) NORTH, RANGE FOUR (4) WEST OF THE 5TH P.M.;

AND THE SOUTH ONE-HALF (S 1/2) OF THE SOUTH WEST QUARTER (SW 1/4) OF SECTION THIRTY TWO (32), TOWNSHIP NINETY (90) NORTH, RANGE FOUR (4) WEST OF THE 5TH P.M. EXCEPT PARCEL 2020-38 PER PLAT OF SURVEY FILED IN BOOK 2020 AT PAGE 1095;

AND PARCEL 2020-40 PER PLAT OF SURVEY FILED IN BOOK 2020 AT PAGE 1095, BEING A PART OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION FIVE (5), TOWNSHIP EIGHTY NINE (89) NORTH, RANGE FOUR (4) WEST;

AND THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION FIVE (5), TOWNSHIP EIGHTY NINE (89) NORTH, RANGE FOUR (4) WEST OF THE 5TH P.M. EXCEPT PARCEL 2020-39 AND EXCEPT PARCEL 2020-40 PER PLAT OF SURVEY FILED IN BOOK 2020 AT PAGE 1095 IN THE DELAWARE COUNTY RECORDER'S OFFICE, SUBJECT TO RAILROAD RIGHT OF WAY AND EASEMENTS OF RECORD.

That part of Lot Three (3) of the Subdivision of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty Nine (29), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., according to plat recorded in Book 1 Plats, Page 126, which lies East of a line commencing 28.64 rods (7.16 chains) East of the Northwest corner of said Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section Twenty Nine (29), running thence due South to the school land and parallel to the East line of said Lot Three (3), said property being also described as commencing at the Southwest corner of Lot Four (4) of said Subdivision, running thence South parallel to the West line of Lot Three (3) of said Subdivision, a distance of two hundred twenty eight and four-tenths (228.4) feet, more or less, to the North line of a tract conveyed by the West Delaware County Community School District to the City of Greeley, Iowa, by deed filed for record August 31, 1981, in Book 110 on Page 154 of the records in the office of the Recorder of Delaware County, Iowa, running thence East along the North line of said tract conveyed by the West Delaware County Community School District a distance of one hundred seventy and ninety four hundredths (170.94) feet, more or less, to the West line of Lot Eight (8) of said Subdivision, thence North along the West line of said Lot Eight (8) a distance of two hundred twenty eight and four-tenths (228.4) feet, more or less, to the Southeast corner of said Lot Four (4), thence West along the South line of said Lot Four (4) a distance of one hundred sixty eight and ninety six hundredths (168.96) feet, more or less, to the point of beginning, excepting therefrom that tract described as commencing at the Southwest corner of Lot Four (4) of said Subdivision, running thence South on an extension of the West line of said Lot Four (4), a distance of twelve and four-tenths (12.4) feet, thence East and parallel to the South line of said Lot Four (4) a distance of ninety two and seven-tenths (92.7) feet, thence North twelve and four-tenths (12.4) feet to the South line of said Lot Four (4), thence West on the South line of Lot Four (4) to the point of beginning, also that

The North One-half (N $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ), and the South seventeen (17) acres of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), and the South Two (2) rods of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-Nine (29), Township Ninety (90) North, Range Four (4), West of the 5th P.M.

The North forty (40) feet of that part of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty (20), Township Ninety (90) North, Range Four (4), West of the Fifth P.M. described as commencing at a point eleven and forty five thousandths (11.045) chains North of the Southeast corner of said Southwest Quarter (SW $\frac{1}{4}$ ), and running thence North 86° 15' West along the centerline of the prescriptive road to a point that is two hundred (250) feet West of the East line of said Southwest Quarter (SW $\frac{1}{4}$ ), thence North on a line parallel with the East line of said Southwest Quarter (SW $\frac{1}{4}$ ) two hundred eighty six (286) feet, thence at right angles East two hundred fifty (250) feet to the East line of said Southwest Quarter (SW $\frac{1}{4}$ ), thence South on said East line to the point of beginning

The East one-half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the West quarter (W $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the South one-half (S $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), and the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), except that part lying East of the highway, and Lot Three (3) of the Subdivision of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ), except that part lying East of the highway, and all that part of the East one-half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) lying North from the center line of a prescriptive road as now fenced and traveled between a point on the East line of said East one-half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) eleven and four and one-half hundredths (11.045) chains North from its Southeast corner and a point on the West line of said East one-half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) twelve and ninety eight and one-half hundredths (12.985) chains North from its Southwest corner, except a tract of land described as follows: commencing at the intersection of the South line of the Chicago, Milwaukee and St. Paul Railroad and the West line of said East one-half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ), running thence South five hundred twenty five (525) feet to the North line of the prescriptive road, thence South 86 $\frac{1}{4}$ ° East along the North line of said road three hundred fifty (350) feet to the West line of Chicago, Milwaukee and St. Paul Railroad, thence Northwesterly along the West line of said railroad six hundred fifty (650) feet to the point of beginning, all in Section Twenty (20), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., except railroad right of way, also except that part of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty (20), Township Ninety (90) North, Range Four (4), West of the Fifth P.M. described as commencing at a point eleven and forty five thousandths (11.045) chains North of the Southeast corner of said Southwest Quarter (SW $\frac{1}{4}$ ), and running thence North 86° 15' West along the centerline of the prescriptive road to a point that is two hundred (250) feet West of the East line of said Southwest Quarter (SW $\frac{1}{4}$ ), thence North on a line parallel with the East line of said Southwest Quarter (SW $\frac{1}{4}$ ) two hundred eighty six (286) feet, thence at right angles East two hundred fifty (250) feet to the East line of said Southwest Quarter (SW $\frac{1}{4}$ ), thence South on said East line to the point of beginning, also the North forty (40) feet of that part

of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty (20), Township Ninety (90) North, Range Four (4), West of the Fifth P.M. described as commencing at a point eleven and forty five thousandths (11.045) chains North of the Southeast corner of said Southwest Quarter (SW $\frac{1}{4}$ ), and running thence North 86° 15' West along the centerline of the prescriptive road to a point that is two hundred (250) feet West of the East line of said Southwest Quarter (SW $\frac{1}{4}$ ), thence North on a line parallel with the East line of said Southwest Quarter (SW $\frac{1}{4}$ ) two hundred eighty six (286) feet, thence at right angles East two hundred fifty (250) feet to the East line of said Southwest Quarter (SW $\frac{1}{4}$ ), thence South on said East line to the point of beginning.]

EXCEPTING THEREFROM

Parcel 2019-25 Part Of The Northeast Quarter (NE $\frac{1}{4}$ ) Of The Southwest Quarter (SW $\frac{1}{4}$ ) Of The Section Twenty (20), Township Ninety North (T90N), Range Four West (R4W) Of The Fifth Principal Meridian, Delaware County, Iowa; and Parcel 2019-26 Part Of The Southeast Quarter (SE $\frac{1}{4}$ ) Of The Northwest Quarter (NW $\frac{1}{4}$ ) And Part Of The Northeast Quarter (NE $\frac{1}{4}$ ) Of The Northwest Quarter (NW $\frac{1}{4}$ ), All In Section Twenty (20), Township Ninety North (T90N), Range Four West (R4W) Of The Fifth Principal Meridian, Delaware County, Iowa; and Parcel 2019-27 Part Of The Southwest Quarter (SW $\frac{1}{4}$ ) Of The Northeast Quarter (NE $\frac{1}{4}$ ) And Part Of The Northwest Quarter (NW $\frac{1}{4}$ ) Of The Northeast Quarter (NE $\frac{1}{4}$ ), All In Section Twenty (20), Township Ninety North (T90N), Range Four West (R4W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2019, Page 942.