

DEMAREE STATIONERY CO. 908 WALNUT ST. KANSAS CITY, MO. 424

678A

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1
IMPORTANT-READ INSTRUCTIONS ON BACK BEFORE FILLING OUT FORM

This FINANCING STATEMENT is presented to a Filing Officer
for filing pursuant to the Uniform Commercial Code:

No. of Additional
Sheets Presented:

Maturity Date
3. (Optional):

1. Debtor(s) (Last Name First) and Address(es):

Casey's General Store, Inc.
4600 1/2 N.E. 14th Street
PO Box 3288
Des Moines, Iowa 50313

2. Secured Party(ies): Name(s) and Address(es):

Equico Lessors, Inc.
PO Box 12525
Overland Park, Kansas 66212

4. For Filing Officer: Time, Date,
No., Filing Office

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UCC RECORD
1981 JUN -1 PM 4:08

5. This Financing Statement Covers the Following Types (or Items) of Property:

One (1) Used Casey's General Store Pylon Sign
One (1) Used Casey's General Store Facade and debtors interest as
lessor under the sub-lease of the equipment including rental payment
EQUIPMENT LOCATION: Casey's General Store, Inc. PO Box 3288 Des Moines, Iowa 50313

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

THIS TRANSACTION IS A LEASE AND IS NOT INTENDED BY THE PARTIES AS A SECURITY TRANSACTION.
FILING IS ONLY INTENDED TO MAKE THE LEASE A MAJOR PUBLIC RECORD.

☐ Proceeds-

☐ Products of the Collateral are Also Covered:

6. ☒ To be Recorded in Real
Estate Mortgage Records

7. Description of Real Estate:

West 90' of Lot 10, Block 3, original town of
Earlham, Madison County, Iowa

8. Name(s) of
Record
Owner(s):

J & B Stores, Inc.

9. Assignee(s) of Secured Party and Address(es)

10. This statement is filed without the debtor's signature to perfect a security interest in collateral

(check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state, or
☐ which is proceeds of the following described original collateral which was perfected:

Casey's General Store, Inc.

Equico Lessors, Inc.

By James E. Welty
Signature(s) of Debtor(s)

By James E. Welty
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY- ALPHABETICAL
FORM UCC-1-MISSOURI UNIFORM COMMERCIAL CODE

Approved By: James E. Welty
Secretary of State

CONSENT & WAIVER

BY OWNER, LANDLORD OR MORTGAGEE OF REAL ESTATE
(Hereinafter referred to as "Undersigned")

1. For good and valuable consideration, receipt of which is hereby acknowledged, Undersigned, J & B Stores, Inc.

Jerry Stone of Box 97
(Name) (No. of Street)
Adel Iowa
(City or Town) (County) (State)
being owner, landlord or mortgagee of certain real estate known as Ohio & Chestnut
(Street No.)
Earlham Madison Iowa
(City or Town) (County) (State)

and legally described as follows:

West 90' of lot 10, Block 3, original town of Earlham,
Madison County, Iowa.

said premises now being occupied by J & B Stores, Inc., hereinafter referred to
as "Occupant," and said Occupant having leased or purchased or will lease or purchase from Equico Lessors, Inc.
P.O. Box 1318, Minneapolis, Minnesota 55440, hereinafter referred to as "Equico," the following equipment
described or to be described in a certain Lease or Conditional Sales Contract, hereinafter referred to as "Instrument,"
(by reference to made a part hereof) dated February 12, 1981, between Equico and Occupant, the
Owner or Lessee of said equipment described as follows:

- One (1) Used Casey's General Store Pylon Sign
One (1) Used Casey's General Store Facade

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RECORDER
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does hereby agree that the said equipment may be affixed to the above-described real estate and that said equipment
is to remain personal property notwithstanding the manner which it is affixed to the said real estate and that title
thereof shall remain in Equico, its legal representatives, successors, agents or assigns until such time as it is con-
veyed, by Equico, to other parties.

2. This agreement shall also apply to any of the above described equipment which is already on the premises, or
may hereafter be delivered or installed thereon, and are or may hereafter become subject to the aforementioned
Instrument.

3. Undersigned waives each and every right which Undersigned now has or may hereafter have under the laws of
the State of Iowa or any other state or by the terms of any real estate lease or mortgage
now in effect or hereafter executed by Undersigned or said Occupant to levy or distrain upon for rent, in arrears, in
advance or both, or to claim or assert title to the aforesaid equipment leased or sold by Equico.

4. Undersigned recognizes and acknowledges that any claim or claims that Equico has or may hereafter have against
said equipment by virtue of any such Instrument is superior to any lien or claim of any nature which Undersigned
now has or may hereafter have to such equipment by statute, agreement or otherwise.

5. It is further agreed that Equico or its assigns or agents may remove said equipment from the above-described
premises whenever Equico feels it is necessary to do so to protect its interest and without liability or accountability
to the Undersigned therefore.

6. Equico may, without affecting the validity of this agreement, extend the times of payment of any indebtedness of
Occupant, to Equico or alter the performance of any of the terms and conditions of any such Instrument, without
the consent of Undersigned and without giving notice thereof to Undersigned.

7. This agreement shall inure to the benefit of the successors and assigns of Equico and shall be binding upon the
heirs, personal representatives, successors and assigns of Undersigned.

IN WITNESS WHEREOF, the Undersigned has set his hand and seal, or caused its hand and seal to be affixed this

18 day of Mar, 1981
(Corporate Seal) J & B Stores, Inc.
(Incorporation, Partnership, or Proprietorship)
Cal By Jerry Stone
(Witness) Jerry Stone, President
(Typed Name of Signature and Title)

Note: Acknowledgment on reverse side must be completed.

ACKNOWLEDGMENT TO BE MADE BY OWNER, LANDLORD
OR MORTGAGEE OF REAL ESTATE (Hereinafter referred to as "Undersigned")
(INDIVIDUAL)

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public within and for said County, in the State
aforesaid, duly commissioned and acting, do hereby certify that on this _____ day of _____,

19 _____, personally appeared before me _____
Undersigned in the foregoing Consent & Waiver, to me personally well known and known to be the person who
signed said Consent & Waiver, who, being by me duly sworn and being informed of the contents of said Consent &
Waiver stated and acknowledged on oath that he signed, executed, sealed and delivered same as his free and
voluntary act and deed, for the uses, purposes and considerations therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

My commission expires _____ Notary Public

(PARTNERSHIP)

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public within and for said County, in the State
aforesaid, duly commissioned and acting, do hereby certify that on this _____ day of _____,

19 _____, personally appeared before me _____ and
_____, who executed the foregoing Consent & Waiver, to me personally well
known and known to be the persons who signed said Consent & Waiver, and known to be and who, being by me duly
sworn and being informed of the contents of said Consent & Waiver, stated and acknowledged on oath that they
were Partners of _____

_____, the Co-partnership named in and which executed the said Consent & Waiver, and
that they signed, executed, sealed and delivered same individually and in behalf of the said Co-partnership, with
authority, as their and its free and voluntary act and deed for the uses, purposes and considerations therein men-
tioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

My commission expires _____ Notary Public

(CORPORATION)

STATE OF IOWA }
COUNTY OF POLK } ss.

I, John C. Herman, a Notary Public within and for said County, in the State
aforesaid, duly commissioned and acting, do hereby certify that on this 15th day of April,

19 81, personally appeared before me Gerry Stone
(Name of Signer for Undersigned), to me personally well known and known to me to be the person who signed the
foregoing Consent & Waiver, and known to me to be and who, being by me duly sworn and being informed of the
contents of said Consent & Waiver, stated and acknowledged to me on oath that he was President

(Title) of G & B Stores Inc.
the Corporation named in and which executed the said Consent & Waiver, and that he knows the corporate seal of
said Corporation, and that the seal affixed to said Consent & Waiver is the corporate seal of said Corporation, that he
was duly authorized to execute said Consent & Waiver, for, in the name of and on behalf of said Corporation, and
that same was signed, sealed, executed and delivered by him in the name of and on behalf of said Corporation, by
authority of its Board of Directors and that the execution of said Consent & Waiver was his free and voluntary act
and deed in his said capacity and acknowledged to me that said Corporation executed the same as its voluntary
act and deed and was by him voluntary executed, on behalf of said Corporation for the uses, purposes and consid-
erations therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

My commission expires 9-30-83 John C. Herman Notary Public