

BK: 2024 PG: 479
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Pages 10
County Recording Fee: \$52.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$55.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Drafted by and after recording, return to:
Farm Credit Leasing Services Corporation
Attn: Joseph Chrudimsky
1665 Utica Avenue South, Suite 400
Minneapolis, MN 55416
1-800-444-2929

MORTGAGEE CONSENT AND PARTIAL RELEASE

THIS MORTGAGEE CONSENT AND PARTIAL RELEASE (this "**Agreement**") is entered into this 11th day of May, 2020, by and between **FARM CREDIT SERVICES OF AMERICA, FLCA**, a federally chartered instrumentality of the United States and **FARM CREDIT SERVICES OF AMERICA, PCA**, a federally chartered instrumentality of the United States (collectively if more than one, "**Mortgagee**") in favor of **FARM CREDIT LEASING SERVICES CORPORATION**, a federally chartered instrumentality of the United States ("**FCL**"), and is acknowledged by **VOSS CATTLE COMPANY, LLC**, an Iowa limited liability company and **BRENT A. VOSS AND TERESA M. VOSS, HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON** (collectively if more than one, "**Grantor**").

WITNESSETH:

WHEREAS, Grantor owns that certain parcel of land situated in Madison County, Iowa as more particularly described on Exhibit A attached hereto (the "**Property**"); and

WHEREAS, FCL owns or expects to own and/or is having or has had installed and/or constructed those certain improvements located or to be located upon the Property, all as described on Exhibit B attached hereto (the "**Facility**") for lease to Grantor and/or one or more of Grantor's affiliates; and

WHEREAS, Mortgagee has a lien on the Property pursuant to that certain document (the "**First Mortgage**"), dated as of July 16, 2013 and recorded in the land records of Madison County, Iowa, on July 30, 2013, in Book 2013, page 2238; and

Mortgagee has a lien on the Property pursuant to that certain document (the "**Second Mortgage**"), dated as of July 7, 2011 and recorded in the land records of Madison County, Iowa, on July 11, 2011, in Book 2011, page 1811; and

Mortgagee has a lien on the Property pursuant to that certain document (the "**Third Mortgage**", collectively with the First and Second Mortgage, the "**Mortgage**"), dated as of October 5, 2015 and recorded in the land records of Madison County, Iowa, on October 5, 2015, in Book 2015, page 2916; and

WHEREAS, Grantor intends to grant to FCL an option (the "**Option**") to lease all or portion of the Property (the "**Ground Lease**"), in each case as set forth more fully in that certain Option to Lease Agreement of even date herewith (the "**Option Agreement**", and together with the Option and the Ground Lease as provided therein and FCL's ownership interest in the Facility, collectively, the "**FCL Interests**") executed by Grantor in favor of FCL; and

WHEREAS, in connection with the execution of the Option Agreement, FCL requires that Mortgagee enter into this Agreement in order to (i) consent to the FCL Interests and (ii) release the Facility from the lien of the Mortgage; and

WHEREAS, Mortgagee has agreed to such consent and release in accordance with the terms set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties agree as follows:

1. **Consent to FCL Interests.** Mortgagee hereby consents to the FCL Interests, agrees that FCL's rights thereunder shall not be disturbed, diminished or interfered with, and further agrees that if it takes title to the Property under any deed in lieu of foreclosure or otherwise, or sells the Property at foreclosure sale, or pursuant to a transaction in lieu thereof or after taking title thereto, such transactions and any transferee's interest in the Property shall be subject to the FCL Interests and the terms of this Agreement.

2. **Release of Facility from the Lien of the Mortgage.** Mortgagee hereby agrees and acknowledges that the Mortgage shall not attach and is hereby released with respect to the Facility only. Mortgagee retains any security interest it may have in Grantor's leasehold interest in the Facility, if any. If title to the Facility is transferred from FCL to Grantor, the Grantor and Mortgagee understand and agree that any after-acquired property provisions of the Mortgage shall be effective to automatically encumber all of Grantor's right, title and interest in and to the Facility, as provided in the Mortgage.

3. **Access to Property.** FCL, its agents and assigns, shall be permitted to access upon the Property to inspect, repair, rebuild, disassemble, or remove the Facility, irrespective of whether the Option is exercised. The Facility may remain on the Property for the duration of the FCL Interests.

4. **Modifications.** Grantor and FCL may agree, without affecting the validity of this Agreement, to extend, amend or in any way modify the terms of the FCL Interests or the documentation governing the lease of the Facility, without the consent and without giving notice thereof to Mortgagee; provided however that Mortgagee's approval shall be required, such approval not to be unreasonably withheld, for any modification that increases boundaries of the real property subject to the FCL Interests.

5. **Assignments.** Mortgagee agrees that FCL may sell, transfer, convey, or assign its interest in the FCL Interests to any other persons or entities and that the terms of this Agreement will remain fully valid and in effect and binding upon Mortgagee for the benefit of such above-referenced persons or entities.

6. **Expiration.** This Agreement shall expire and be of no further effect at such time (and only at such time) that the FCL Interests are terminated and title to the Facility is transferred from FCL to Grantor and/or Grantor's affiliates, or as otherwise authorized by FCL in writing in its sole and absolute discretion.

7. Successors and Assigns. This Agreement binds Mortgagee, its heirs, personal representatives, successors and assigns, including any assignee of any interest Mortgagee may presently or hereafter acquire in or to the Property, and shall inure to the benefit of FCL, its successors and assigns.

Remainder of Page Intentionally Blank.

**SIGNATURE PAGE TO
MORTGAGEE CONSENT AND PARTIAL RELEASE**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and their names to be affixed hereto the day and year first above written.

**Mortgagee: FARM CREDIT SERVICES OF AMERICA, FLCA, and
FARM CREDIT SERVICES OF AMERICA, PCA**

FARM CREDIT SERVICES OF AMERICA, FLCA

By: *Sam Behrens*
Printed Name Sam Behrens
Its: RVP Business Lending

FARM CREDIT SERVICES OF AMERICA, PCA

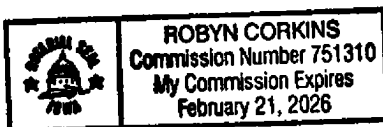
By: *Sam Behrens*
Printed Name Sam Behrens
Its: RVP Lending

Notary Acknowledgement

STATE OF IOWA)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 27th day of February, 2020 by Sam Behrens, as RVP Lending of Farm Credit Services of America, FLCA, a federally chartered instrumentality of the United States. This individual is known to me or has provided me with satisfactory evidence that she is the individual named above.

WITNESS my hand and official seal.



Robyn Corkins
Notary Public
2/21/2026
My commission expires

Notary Acknowledgement

STATE OF IOWA)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 27th day of February, 2020 by Sam Behrens, as VP Lending of Farm Credit Services of America, PCA, a federally chartered instrumentality of the United States. This individual is known to me or has provided me with satisfactory evidence that she is the individual named above.

WITNESS my hand and official seal.



Robyn Corkins
Notary Public
2/21/2026
My commission expires

Acknowledged and agreed to
as of the date first above written:

**Grantor: VOSS CATTLE COMPANY, LLC and BRENT A. VOSS AND TERESA M. VOSS,
HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND
NOT AS TENANTS IN COMMON**

VOSS CATTLE COMPANY, LLC

By: [Signature]
Printed Name Brent Voss
Its: Manager

BRENT A. VOSS AND TERESA M. VOSS, HUSBAND AND WIFE, AS JOINT TENANTS WITH
FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

[Signature]
Printed Name Brent A. Voss
Individual
[Signature]
Printed Name Teresa M. Voss
Individual

Notary Acknowledgement

STATE OF IOWA)
COUNTY OF DALLAS) SS

^{pc}
~~2024~~ This instrument was acknowledged before me on this 21st day of February,
~~2020~~, by Brent Voss as Manager of Voss Cattle Company, LLC.

(SEAL)



[Signature]
Notary Public Robyn Corkins
Title of office Closing Specialist
My commission expires: 2/21/2026

STATE OF IOWA)
COUNTY OF DALLAS) SS

^{RC}
~~2020~~ ²⁰²⁴ This instrument was acknowledged before me on this 21st day of February,
by Brent A Voss.

(SEAL)



Robyn Corkins
Notary Public Robyn Corkins
Title of office Closing Specialist
My commission expires: 2/21/2026

STATE OF IOWA)
COUNTY OF DALLAS) SS

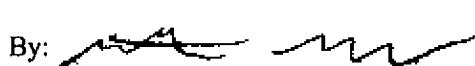
^{RC}
~~2020~~ ²⁰²⁴ This instrument was acknowledged before me on this 21st day of February,
by Teresa M. Voss.

(SEAL)



Robyn Corkins
Notary Public Robyn Corkins
Title of office Closing Specialist
My commission expires: 2/21/2026

FCL: FARM CREDIT LEASING SERVICES CORPORATION

By: 
Printed Name
Its: ~~Lease Closing Specialist IV~~

~~Matthew Brenner~~

Lease Servicing Specialist I

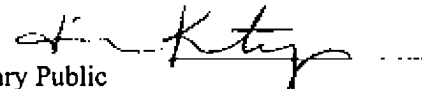
Notary Acknowledgement

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 29th day of FEB., 2024
by Matthew Brenner, as ~~Lease Closing Specialist IV~~ of Farm Credit Leasing Services
Corporation, a federally chartered instrumentality of the United States. This individual is known to me or
has provided me with satisfactory evidence that she is the individual named above.

WITNESS my hand and official seal.




Notary Public
01/31/2029
My commission expires

* **Lease Servicing Specialist I**

EXHIBIT A

The following real property situated in the County of Madison, State of Iowa, to wit:

TRACT I:

Parcel "B" located in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Three (3), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 3.13 acres, as shown in Plat of Survey filed in Book 2007, Page 2258 on June 1, 2007, in the Office of the Recorder of Madison County, Iowa

TRACT II:

The Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Ten (10), AND the South Half (1/2) of the Southwest Quarter (1/4) of Section Three (3), EXCEPT Parcel "B" located in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Three (3), containing 3.13 acre, as shown in Plat of Survey filed in Book 2007, Page 2258 on June 1, 2007, in the Office of the Recorder of Madison County, Iowa, ALL in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa

EXHIBIT B

One (1) Custom 277' x 71' 2" 2,480 HD Swine Finisher facility together with all fixtures, attachments, components, and accessories, all as leased pursuant to Contract No. 001-0110619-000.

Further located on the property as follows:

Point A) 41.49215, -94.18440;

Point B) 41.49215, -94.18345;

Point C) 41.49185, -94.18440;

Point D) 41.49185, -94.18345;