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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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REF 7765592

Landlord and Mortgagee Waiver/Easement

This instrument was drafted by:

Farm Credit Leasing Services Corporation
600 Highway 169 S, Suite 300
Minneapolis, MN, 55426-1219
Tanya Simmer 952-417-7876

Contract No: 001-0039400-000

Lease Agreement Date: May 28, 2013

Dated as of: May 28, 2013

This Landlord and Mortgagee Waiver is entered into by and among the following parties:

Lessor: Farm Credit Leasing Services Corporation ✓

Return to:
Document Recording Services
P.O. Box 3008
Tallahassee, FL 32315-3008

Lessee(s): Brent A Voss and Teresa M Voss

Owner of Real Estate: Brent A Voss

Second Owner of Real Estate: Teresa M Voss

Real Estate Mortgagee: FCS of America

WHEREAS, the undersigned hold certain interests in the below described real property ("Property") and the Lessee has entered into that certain Lease Agreement dated as specified above ("Lease") with Lessor as described herein ("Lessor") for the lease of certain structures and/or equipment located on the Property ("Equipment").

NOW THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below.

Additional Terms:

1. The Equipment shall remain severed from the Property;
2. Even if attached to the Property, the Equipment shall retain its personal character, shall be removable from the Property, shall be treated as personal property with respect to the rights of the parties, and shall not become a fixture or a part of the Property;
3. Title and ownership of the Equipment shall remain with the Lessor;

4. The Equipment shall not be subject to the lien of any secured transaction or instrument heretofore or hereafter arising against the Property or any other structure on which the Equipment is placed;

5. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Equipment without further notice to, or further permission of, charge for, or obligation to, the Parties, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to the Lessor, Lessor may remove the Equipment or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case. the Parties will make no claim or demand whatsoever against the Equipment. In the event of any such default by Lessee, at Lessor's option, the Equipment may remain upon the Property free of rent or any charge for use and occupancy for a period not exceeding six (6) months after the receipt by the Lessor of written notice from the Parties directing removal. Lessor shall repair damage to the Property caused by Lessor's removal of the Equipment;

6. The Equipment may remain on the Property without charge for the duration of the Lease and for a reasonable time thereafter, in order that Lessor may remove the Equipment; and

7. Lessor and Lessee may agree, without affecting the validity of this Landlord and Mortgagee Waiver, to extend, amend or in any way modify the terms of payment or performance of any of the Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the Parties.

All of the Parties agree that the Lessor may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Landlord and Mortgagee Waiver will remain fully valid and in effect and binding upon the Parties for the benefit of such above-referenced persons or entities.

This Landlord and Mortgagee Waiver binds all of the Parties, their (its) heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

Legal Description:

SE 1/4 of Sec 4 and the N1/2 NE1/4 of Sec 9 Twp 77N Rg 29W Madison County, Iowa

Parcel ID Number:

Equipment Description:

Quantity/Condition/Year/Manufacturer/Model/Description/Serial #

1/New/2013/MISCELLANEOUS/240'/Hoop Barn w/6-40' pens/See Exhibit A

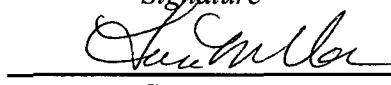
Lessor: FARM CREDIT LEASING SERVICES CORPORATION

By:

 Signature	<u>Bob Bimson</u> Name	<u>Supervisor, Leasing Delivery Services</u> Title
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Lessee(s): Brent A Voss and Teresa M Voss

By:

 Signature	<u>Brent A Voss</u> Name	<u>Individual</u> Title
 Signature	<u>Teresa M Voss</u> Name	<u>Individual</u> Title

Owner of Real Estate: Brent A Voss

By:

 Signature	<u>Brent A Voss</u> Name	<u>Individual</u> Title
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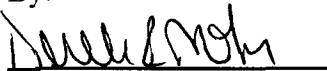
Second Owner of Real Estate: Teresa M Voss

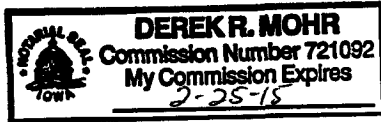
By:

 Signature	<u>Teresa M Voss</u> Name	<u>Individual</u> Title
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Real Estate Mortgagee: FCS of America

By:

 Signature	<u>FCS of America</u> Name	<u>Financial Officer</u> Title
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All Purpose AcknowledgementState Of Iowa
County Of DallasOn 5-29-13 Before me, Derek Mohr
date name of Notary Public
personally appeared Brent A Voss
name of signer☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrumentWitness my hand and official seal
Notary Public Derek R Mohr**Capacity Claimed by Signer**☒ Individual
☐ Corporate Officer☐ Limited Partner
☐ General Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian/Conservator
☐ Other:**Signer Is Representing**Brent A VossName of person(s) or entity(ies)**All Purpose Acknowledgement**State Of Iowa
County Of DallasOn 5-29-13 Before me, Derek Mohr
date name of Notary Public
personally appeared Teresa M Voss
name of signer☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrumentWitness my hand and official seal
Notary Public Derek R Mohr**Capacity Claimed by Signer**☒ Individual
☐ Corporate Officer☐ Limited Partner
☐ General Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian/Conservator
☐ Other:**Signer Is Representing**Teresa M VossName of person(s) or entity(ies)

All Purpose Acknowledgement

State Of

Iowa

County Of

Dallas

On

5-29-13

Before me,

Julie Burkhardt

personally appeared

Derek R Mohr

name of Notary Public

name of signer

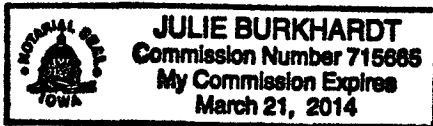
☒ personally known to me -OR-☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument**Capacity Claimed by Signer**☐ Individual☒ Corporate Officer

title

☐ Limited Partner☐ General Partner☐ Attorney-In-Fact☐ Trustee☐ Guardian/Conservator☐ Other:

Notary Public

Witness my hand and official seal

Julie Burkhardt**Signer Is Representing**FCS of America

Name of person(s) or entity(ies)

All Purpose Acknowledgement

State Of

Minnesota

County Of

Hennepin

On

7/2/13

Before me,

Susana A Bowman

personally appeared

Bob Robinson

name of Notary Public

name of signer

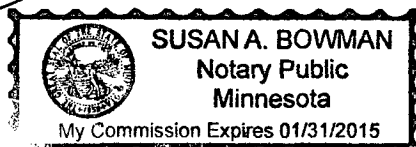
☒ personally known to me -OR-☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument**Capacity Claimed by Signer**☐ Individual☐ Corporate Officer

title

☐ Limited Partner☐ General Partner☐ Attorney-In-Fact☐ Trustee☐ Guardian/Conservator☒ Other:

Notary Public

Witness my hand and official seal

Susana A Bowman**Signer Is Representing**Farm Credit Leasing Services Corporation

Name of person(s) or entity(ies)



FARM CREDIT LEASING

600 Highway 169 South, Suite 300
Minneapolis, MN 55426

Exhibit A

Contract No: 001-0039400-000

Dated As Of: May 28, 2013

This Exhibit A, shall be for the sole purpose of providing additional detailed information regarding the specification of the equipment to be leased. Upon execution by Lessee, it is made a part of that certain Schedule A referenced in the Contract Number listed above.

Lessee(s): Brent A Voss and Teresa M Voss

_____ <i>Signature</i>	Brent A Voss _____ <i>Name</i>	Individual _____ <i>Title</i>
_____ <i>Signature</i>	Teresa M Voss _____ <i>Name</i>	Individual _____ <i>Title</i>

Equipment Description Detail:

64008	2013 One (1) 240' Hoop Barn w/6-40' pens together with all attachments, components, and accessories including, but not limited to: steel rollup doors.
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FARM CREDIT LEASING

600 Highway 169 South, Suite 300
Minneapolis, MN 55426

Exhibit B

Contract No: 001-0039400-000

Dated As Of: May 28, 2013

This Exhibit B is made a part of that Landlord and Mortgagee Waiver, Facility Lease Agreement, and Interim Funding Agreement referencing the Contract number indicated above.

Legal Description of the Property

The following property in the County of MADISON, State of IA:

Parcel ID:

SE 1/4 of Sec 4 and the N1/2 NE1/4 of Sec 9 Twp 77N Rg 29W Madison County, Iowa