

TO HAVE AND TO HOLD the above described real property and chattels unto the Bank, its successors and assigns, until all notes, advances, future advances and loans are paid in full, and this instrument is released and terminated by the Bank.

- The Borrower covenants and agrees with the Bank as follows:
1. That the Borrower is the same party customarily referred to in a mortgage as the Mortgagor and in a security agreement as the Debtor; the Bank is the same party customarily referred to in a mortgage as the Mortgagee and in a security agreement as the Secured Party.
 2. That the Borrower holds absolute title to the above described property free and clear of all liens, encumbrances, mortgages and security agreements other than such interests held by the Bank, and the Borrower will warrant and defend the property and interest of the Bank against the claims and demands of all persons.
 3. That the statements contained in the Borrower's application or applications are true and that the proceeds of the loan or loans secured hereby will be used solely for the purposes set forth in the loan agreements between the Borrower and the Bank.
 4. That the Borrower will not execute any mortgages, financing statements or security agreements covering the above described property, except in favor of the Bank.
 5. That the Borrower will execute a financing statement and such further and additional documents or instruments as the Bank may require, and will see that such instruments are properly filed or recorded, and will allow the Bank to actually take possession of any collateral described above in order to perfect or protect its interests under this instrument, if the Bank may so request.
 6. That the Borrower will pay when due all indebtedness secured hereby, including interest and future advances, together with all costs and expenses of collection, including reasonable attorney's fees, if any there shall be at any time.
 7. That the Borrower will keep all property described herein in good repair during the continuance hereof and will not cause, suffer, or permit waste thereof.
 8. That the Borrower will furnish, at its own expense, any abstracts of title, abstracts of chattel lien, title insurance, Torrens certificates or other evidence of title required by the Bank.
 9. That the Borrower will pay when due all taxes, levies, assessments or claims which are or may become liens against the above described property. That the Borrower will keep the above described property insured in such manner as the Bank may require. That the Borrower will pay all rental or lease payments required for the location of the above property. In the event the Bank pays any rents, taxes, lease payments, levies, charges, insurance premiums or other charges affecting the said property, the same shall become a part of the debt secured hereby and shall be payable on demand with interest thereon at the rate of six per cent per year.
 10. That nothing herein contained shall be construed to obligate the Bank to make any loan or advances to the Borrower, and that the sole purpose of this instrument is to provide security for presently existing indebtedness, and for loans and advances which may in the absolute discretion of the Bank be made hereafter.
 11. That the Borrower will perform and observe all of the terms and conditions of all loan agreements entered into between the Borrower and the Bank.
 12. That the Borrower will, at all times during the existence of any part of the debt herein secured, maintain its corporate existence and operate its business as a cooperative association as that term is defined by Agricultural Marketing Act of 1929, as amended.
 13. That the Borrower will not voluntarily transfer, sell or convey, nor allow an involuntary transfer by way of attachment, levy, garnishment or other judicial process, of any of the property covered by this instrument without the express written consent of the Bank, or unless the typed portion of this instrument provides to the contrary for specific items of collateral.
 14. That in any instance in which notice to the Borrower is required, such notice shall be deemed sufficient and commercially reasonable when mailed by first class mail to the Borrower at the address given in this instrument. All arrangements for forwarding such notice if necessary and all failure on the part of the postal authorities shall be the responsibility of the Borrower.
 15. That the Bank may examine any of the above property at any reasonable time and may at the Borrower's expense, examine the books, records, and documents of the Borrower, or require the same to be examined by an auditor approved by the Bank.
 16. That the Borrower will promptly adopt and in good faith carry out any reasonable recommendations made by the Bank as to the Borrower's business practices, procedures, or personnel.
 17. That if default shall be made in the payment of any principal sum, or interest thereon, or future advances, or interest thereon, or upon any change of ownership of any property described herein without the Bank's consent then the Bank may elect without notice that the whole of the sum hereby secured, together with interest thereon shall become immediately due and payable, and the Bank may enforce payment thereof and all sums expended under the terms of this mortgage by foreclosure or otherwise.
 18. That if the entire balance secured hereby is declared immediately due and payable, the Bank may immediately have a receiver appointed to protect and operate the property covered by this instrument. Any funds derived by the receiver may in his absolute discretion be used to pay current or past due taxes, insurance premiums or lease payments and may also be used to paint, patch, clean up, repair or improve the property covered by this mortgage.
 19. That in case of default as aforesaid, the Bank may proceed in any commercially reasonable manner and may have the real or personal property covered by this instrument sold in separate parcels or as one unit, at the Bank's sole option. The Bank may dispose of any of the personal property, credit the proceeds as the Bank may reasonably determine, and then foreclose the mortgage on the real property and remaining personal property.
 20. That the Bank may require the Borrower to assemble the collateral in case of default as aforesaid, and make such collateral available to the Bank at a place to be designated by the Bank which is reasonably convenient to both parties.
 21. That the Borrower hereby waives appraisal should the Bank elect to accept such waiver at the time any foreclosure action may be filed hereunder. In Kansas the Borrower, being a corporation, hereby wholly waives the period of redemption ordinarily allowed in case of mortgage foreclosure. In New Mexico the parties hereby agree that the period of redemption shall be shortened to one month. In Colorado the parties hereby agree that the land described above is not agricultural real estate as that term is used in the Colorado Statutes.
 22. That in the event of foreclosure, the Bank will account for any surplus remaining after the payment of all principal, interest and other charges provided herein or by law, and the borrower will be liable for any deficiency regardless of the classification of the collateral covered herein.
 23. That in case any of the collateral described herein is left or placed in the Bank's possession, the Borrower will retain the obligation to preserve or pursue all rights against prior parties and the Bank is not responsible therefor. The Bank may use or operate the collateral for the purpose of preserving it, or its value, or pursuant to court order, whenever the Bank has possession of the collateral. Such use may be in any manner considered to be proper or advantageous by the Bank, its agents or representatives, at the time such collateral is put to use.
 24. That no remedy herein conferred on the Bank is intended to be exclusive of any other remedy or remedies, and each remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law, or in equity or by statute.
 25. That the omission of the Bank to exercise any option hereunder, in case of any default by the Borrower, shall not preclude the Bank from the exercise thereof at any subsequent time, or for any subsequent default, and nothing but a written contract of the Bank shall be a waiver of any option.
 26. That all of the covenants and agreements of the Borrower shall extend to and bind its successors and assigns, and all rights and privileges of the Bank under this instrument shall inure to the benefit of its successors and assigns.
- This instrument is executed by the Borrower pursuant to the resolution of its Board of Directors.
- IN WITNESS WHEREOF, this instrument is executed by the proper officers and its corporate seal is affixed hereto.

(SEAL) ATTEST: Warren E. Dewlen Secretary
By Ernest T. Lindsey President
The Cooperative Farm Chemicals Association

CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas, COUNTY OF Douglas, ss.
On this 2 day of May, 19 70, before me appeared Ernest T. Lindsey

to me personally known, who being by me duly sworn did say that he is the President of The Cooperative Farm Chemicals Association, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors.

Witness my hand and notarial seal the day and year in this certificate above written.
Sept 4 1970
Notary Public
R.W. McEldowney