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you of it LENDEN:

FIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION),
A NATIONAL BANKING ASSOCIATION
141 NORTH MAIN AVENUE
SIOUX FALLS, SD 57117

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Londer identified above, the real property described in The Hart. For good and valuable considerable, distribution interest more and state and

2. OBLIGATIONS. This is originate the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and covernints (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the full wing agreement:

	PRINCIPAL AMOUNT/IS INTO	AGHEEMENT DAYE	INDUSTRICT OF THE PROPERTY OF	OD OF HIMS IS SENDED AND SERVICE OF SERVICE AND SERVIC
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- (b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing; (c) applicable law, (navous, at east perfect years at each perfect years.

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3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for consumer purposes, 1974 and 1994 their

- 4. The total amount of indebtedness secured by this Morting; under the promissory note or agreement (the "NOTE") secured hereby may increase or decrease from time to time, but the total of all such indebtedness secured shall not exceed \$ __32.000.00 _______ plus interest, collection costs, and amounts secured to protect the lien of this Mortgage. This Note secured hereby evidences a "Revolving Credit" as defined in 815 iLCS 205/4.1. The lien of this Mortgage secures payment of any existing indebtedness _______ future advance made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is exocuted and without regard to whether or not there is any indebtedness ou stan ling at the time any advance is made.
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the renzyment of all amounts expended by Lander to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

(a) Grantor shall maintain the Property free of all lions, security interests, on unibrances and claims except for this Mortgage and liens and encumbrances of record;

encumerances or record;

(b) fisither Grantor nor, to the best of Grantor's knowledge, any other party has us A, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any "transported similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Morter ge and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of faw, contract or other agreement which ruley a binding on Grantor at any time:

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(a) no action or proceeding is or shall be pending or threatened which might materially affect the Property; and
(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interes, in the Property pursuant to this Mortgage. Large Commission of the commission of

7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest. A Borrower or Grantor (it Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may livoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

- 8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's linancial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ['Agreement'] pertaining to the Property. In addition, Grantor without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in and to any Agreement of the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. It Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.
- 10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lander shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be illable to Grantor for any action, error, mistake, pmission or delay perfaining to the actions described in this paragraph or this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. the many bright who or noise that the confidence of Asset Set But Description
- 17. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written Without limiting the toregoing, all alterations, additions and improvements made to the Property shall be subject to the Interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

- 12. LOSS OR DAMAGE. Granter shall but the entire tisk of any tose, the total or damage to make the property or any portion thereof from any case what see e. To the event of any Loss or Damage. Granter that a tise or non of Lender, repair the affected Property to its provious condition or pay or cause to be paid to Lender the decrease in the later thanks, value of the affected Property.
- 13. INSURANCE. Granter shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Granter may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds possible the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as atterney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monles toward the Obligations to be property. Any amount applied sophist the Obligations shall be applied in the inverse order of the due dates thereof. In any rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the Inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.
- 14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 15. CONDEMNATION. Grantor shall immediately provide Lander with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of ander's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property.
- 16. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, sult, or other proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake or section or delay pertaining to the actions described in this paragraph or any damages resulting thereform. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.
- INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property 177 INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its shareholders, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") penaining to the Property (including, but not limited to, those involving Hazardous Mainrists). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-tweith (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Could shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to an Property from time to time. Grantor shall provide any assistance required by Lender for thuse purposes. All of the signatures and information container in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its broke and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Gran or shull deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (r, "... outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the Intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
 - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:
 - ((a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this .no tgage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;
 - to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;

 (b) fails to meet the repayment terms of the Obligations; or (c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Le Ger's rights in the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, failing to maintain it surface or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to selzure or
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
 - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;

 - to declare the Obligations immediately due and payable in full; to collect the outstanding Obligations with or without resorting to judicial process;
 - (c) to collect the outstanding Obligations with or without resorting to judicial process;
 (d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to

 - (e) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
 (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy
 - of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
 - (g) to foreclose this Mortgage;
 (h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
 - (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

- 23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mongage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, altorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

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25. COLLECTION COSTS. If Linder the In all part Losse (in collection	
Grantor agrees to pay tender's reasonable at they fees and could	ny ami unit due priestociny any right or remedy under this Mortgage
26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgago	shall be satisfied of record by Lendor.
27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon deman Lender for all amounts (including altorneys' fees and legal expenses) expended Granter or the exercise of any right or remedy of Lender under this Mortgage, tog any Obligation or the highest rate allowed by law from the date of payment until the of Obligations herein and shall be secured by the interest granted herein.	by Lender in the performance of any action required to be taken by either with interest thereon at the lower of the highest rate described in
28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grattorneys' fees and legal expenses), to the extent permitted by law, in connection without to the payment of the remaining Obligations in whatever order Lender chooses	ith the exercise of its rights or remedies described in this Mortgage and
29. POWER OF ATTORNEY, Grantor hereby appoints Lender as its attorney-in- pertaining to the Obligations or indebtedness. In addition, Lender shall be entitle required to be taken or executed by Grantor under this Mortgage. Lender's perfor Grantor from any Obligation or ours any default under this Mortgage. The powers of are irrevocable.	ed, but not required, to perform any action or execute any document mance of such action or execution of such documents shall not relieve
30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights discharged with funds advanced by Lender regardless of whether these items, secur	
31. PARTIAL RELEASE. Lender may release its interest in a pertien of the Property. Except as provided release any of its interest in the Property.	
32. MODIFICATION NO WAIVER. The modification or waiver of any of Grantor's Ol waiver of those Obligations of Ights. A waiver on one occasion shall not constitute the manual modern and the affect of 1.1 ander amends, compromises, exchanges, falls to Grantor, third party or any of its rights against any Grantor, third party or the Property	oligations or delay or fall to exercise any of its rights without causing a ute a waiver on any other occasion. Grantor's Obligations under this o exercise, impairs or releases any of the Obligations belonging to any
33. SUCCESSORS AND ASSIDITION. This Mortgage shall be binding upon successors, assigns, trustees, receive, a coministrators, personal representatives, le	and inure to the benefit of Grantor and Lender and their respective gatess and devisees.
34. NOTICES. Any notice or other communication to be provided under this described in this Mortgage or such other codress as the parties may designate in wincil, postage prepaid, shall be deemed given three (3) days after such notice is set the person to whom such notice is being given.	riting from time to time. Any such notice so given and sent by certified
35. SEVERABILITY. If any prevision of this Mortgrige violates the law or is u enforceable.	nenforceable, the rest of the Mortgage shall continue to be valid and
36. APPLICABLE LAW. This Mortgage shall be governed by the laws of the stand venue of any court located in such state.	tate where the Property is located. Grantor consents to the jurisdiction
37. MISCELLANEOUS. Grantor and Lender agree that time is not the essence, and protest except as required by law. All references to Grantor in tills Mortgage shifted Obligations shall be joint and several. Grantor hereby walves ray right to Mortgage or the Property securing this Mortgage. This Mortgage and any related Grantor and Lender pertaining to the terms and conditions of those documents.	Grantor walkes presentment, demand for payment, notice of dishonor all include all persons signing below. If there is more than one Grantor, trial by jury in any civil action arising out of, or based upon, this
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GFANTOR:

Page 3 of 4

GRANTOR TONGIA S. OLRIKSEN

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