JNOFFICIAL COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] B. SEND ACKNOWLEDGMENT TO: (Name and Address) Kiril: Dinev("without prejudice") In care of: 3701 N. Plainfield ave Chicago Non-Domestic is in real Illinois land Not Federal Regional District or fiction military Venue ("IL") zip code exempt (DMM 122.32)



Doc#: 1004957061 Fee: \$50.00 Eugene "Gene" Moore

Nez: 60634

USA

III.

Cook County Recorder of Deeds Date: 02/18/2010 01:59 PM Pg: 1 of 8

THE ABOVE SPACE IS FOR FILMS DEBTORS ENAME LEGAL N'AIN'E - insert only one debtor name (1a or 1b) - do not abbreviate or combine names UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK SUFFIX MIDDLE NAME FIRST NAME 1b. INDIVIDUAL'S LAST NAME COUNTRY POSTAL CODE STATE CITY 1c. MAILING ADDRESS SPRINGFIELD IL62706 **USA** 207 STATE HOUSE 1g. ORGANIZATIONAL ID #, if any 1f. JURISDICTION OF ORGANIZATION ADD'L INFO RE 1e. TYPE OF ORGANIZ', 1101 1d. TAX ID #: SSN OR EIN ORGANIZATION CORPORATION **FEDERAL** DEBTOR 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (2a or 2b) - do not abbreviate or combine names 2a. ORGANIZATION'S NAME THE NATIONAL BANK MIDDLE NAME SUFFIX IRST NOV OR 2b. INDIVIDUAL'S LAST NAME POSTAL CODE COUNTRY STATE CITY 2c. MAILING ADDRESS 52722 BETTENDORF IΑ 852 MIDDLE RD 2g. ORGANIZATIONAL 1D#, if any 21. JURISDICTION OF ORGANIZATION ADD'L INFO RE | 2e. TYPE OF ORGANIZATION 2d. TAX ID #: SSN OR EIN ORGANIZATION FEDERAL CORPORATION DEBTOR 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (5. o 3b 3a. ORGANIZATION'S NAME DINEV SUFFIX NIDLE MAME OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME GEORG EV **KIRIL** DINEV STATE POST, CODE COUNTRY CITY

4. This FINANCING STATEMENT covers the following collateral

In care of 3701 N. Plainfield ave

3c. MAILING ADDRESS

CONSTRUCTIVE NOTICE: All of debtor's assets, land, and personal property, and all debtor's interest in said assets, land, and personal property, now owned and hereafter acquired, now existing and arising, and wherever located, described fully in Security Agreement No. FLB-040758-SA dated the Seventh Day of the Fourth Month in the Year of Our Lord One Thousand Nine Hundred Fifty eight. Inquiring parties may consult directly with debtor for ascertaining, in detail, the financial relationship and contractual obligations associated with this commercial transaction, identified in the security agreement referenced above. Adjustment of this filing is in accord with UCC 1-103, 1-104, and House Joint Resolution 192 of June 5, 1933. Secured Party accepts Debtor's signature in accord with UCC 1-201(39), 3-401. the Secured Party (Fred-Louis: Bolden).

Chicago

BOLDEN, FRED, ORGANIZATION/TRADE NAME/TRADEMARK - DEBTOR

5. ALTERNATIVE DESIGNATION [if applicable].	CONSIGNEE/CONSIGNOR BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6 This FINANCING STATEMENT is to be filed [for record] (or recorded)	in the REAL 7, Check to REQUEST SEARCH REPO	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8 OPTIONAL FILER REFERENCE DATA	III applicable IAOUI IONALI EE			

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UCC FINANCING STATEM FOLLOW INSTRUCTIONS (front and back						
9. NAME OF FIRST DEBTOR (1a or 1b)		TEMENT				
9a. ORGANIZATION'S NAME						
R 95. INDIVIDUAL'S LAST NAME FIRST NAME		MIDDLE NAME, SUFFIX				
BOLDEN FRED		LOUIS				
<u> </u>						
0. MISCELLANEOUS:						
0/2			THE ABOVE S	PACE I	S FOR FILING OFFICE	EUSE ONLY
1. ADDITIONAL DEBTOR'S EXACT FL	JULIFSA NAME - insert only one	name (11a or 11b) - do not abbre	viate or combine names	s		
11a ORGANIZATION'S NAME	DEL ELSA LITARIE - INSCRICTIN SILE	tanto (114 or 115) - do not desire	TIGO OF COMPUTE NAMES	-		
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1c. MAILING ADDRESS		CITY	S	TATE	POSTAL CODE	COUNTRY
I1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION		11 f. JURISDICTION OF ORGAN	NIZATION 1	11g. OR0	SANIZATIONAL ID #, if any	· —
DEBTOR			<u> </u>			NON
2. ADDITIONAL SECURED PART	Y'S or ASSIGNOR S/P'S	NAME - ir sert univ one name	(12a or 12b)			
12a. ORGANIZATION'S NAME			,			
		40.				
DR 12b. INDIVIDUAL'S LAST NAME		FIRST NAME	Ti	MIDDLE	NAME	SUFFIX
125. INDIVIDUAL O ENTO, TOWNS						
		om/		OTATE	DOCTAL CODE	COLINTRY
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
			(0)			
13. This FINANCING STATEMENT covers	timber to be cut or as-extracted	16. Additional collateral descri	ption:			
collateral, or is filed as a fixtu	ure filing.					
4. Description of real estate:				Ω,		
, i, bosonphon or roal botato.				/		
					OFFICE	
15. Name and address of a RECORD OWNER (if Debtor does not have a record interest):	of above-described real estate					
15. Name and address of a RECORD OWNER (if Debtor does not have a record interest):	of above-described real estate		rustee acting with res	nect to o	ropedy held in trust or	Necedent's Esta
	of above-described real estate	18. Check only if applicable ar	zustae acting with result check only one box.	nect to r	ronedy held in trust or	Decedent's Estr
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	of above-described real estate	18. Check only if applicable ar	Trustee acting with residuted check only one box.] Decedent's Esta

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LOAN NUMBER 100602596

NOTE AMOUNT

891,930.40

LOAN NAME Diney Corporation

INDEX (w/Margin) Not Applicable

ACCT. NUMBER

138536-01

RATE

11.500% **Creditor Use Only** **NOTE DATE**

05/30/06

MATURITY DATE

12/14/10

INITIALS

LN2

LOAN PURPOSE

Commercial

DATE AND PARTIES. The day of this Promissory Note (Note) is May 36.72006. The National Bank

SEZ Middle Road

Bettendorf, lowa 2022

Telephone 1983 342836 of the Proceeds, in the National Bank

Telephone 1983 342836 of the Proceeds in the Paid by Reciewal

BORROWES arredy

an Illing Corporation

To District Corporation

Schiller Law, Illinois 60176-1817

1. DEFINITIONS. As used in this Note, the terms have the following me analys:

- A. Pronouns. The pronouns "I," "me," and "my" refer to each Borrov er signing this Note, individually and together. "You" and "Your" refer to the Lender.
- B. Note. Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. Loan. Loan refers to this transaction generally, including obligations and rules arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. Loan Documents. Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Property. Property is any property, real, personal or intengible, that secures my performance of the obligations of this Loan.
- F. Percent. Rates and rate change limitations are expressed as annualized percentages.
- 2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$91,930.40 (Principal) plus interest from May 30, 2006 on the unpaid Principal Lelance until this Note matures or this obligation is accelerated.
- 3. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 11.500 percent (interest Pate).
 - A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at 21.000 percent until paid in full.
 - B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be invited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
 - C. Statutory Authority. The amount assessed or collected on this Note is authorized by the lowa usury laws under lowa Code §§ 537.2601 and 535.2 et.seq.
 - D. Accruel. Interest accrues using an Actual/360 days counting method.
- 4. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.
 - A. Late Charge. If a payment is more than 15 days late, I will be charged 10.000 percent of the Unpaid Portion of Payment. I will pay this late charge promptly but only once for each late payment.
- 5. PURCHASE MONEY LOAN. You may include the name of the seller on the check or draft for this Note.
- 6. PAYMENT. I agree to pay this Note in 54 payments. A payment of \$2,207.01 will be due July 14, 2006, and on the 14th day of each month thereafter. A final payment of the entire unpaid balance of Principal and interest will be due December 14, 2010.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to any charges that I owe other than principal and interest then to interest that is due, and finally to principal that is due. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

- D. Loan Documents. Loan Documents relet to it the documents executed at a part of a connection with the Loan.

 E. Property. Property is any property, real, personal or intampible, in the documents my performance of the obligations of this Loan.
- F. Percent. Rates and rate change limitations are expressed as annualized percentages.
- 2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$91,930.40 (Principal) plus interest from May 30, 2006 on the unpaid Principal balance until this Note matures or this obligation is accelerated.
- 3. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 11.500 percent (Interest Rate).
 - A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at 21.000 percent until paid in full.
 - B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
 - C. Statutory Authority. The amount assessed or collected on this Note is authorized by the lowa usury laws under lowa Code \$5 537.2601 and 535.2 et.seq.
 - D. Accrual. Interest accrues using an Actual/360 days counting method.
- 4. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.
 - A. Late Charge. If a payment is more than 15 days late, I will be charged 10.000 percent of the Unpaid Portion of Payment. I will pay this late charge promptly but only once for each late payment.
- 5. PURCHASE MONEY LOAN. You may include the name of the seller on the check or draft for this Note.
- 6. PAYMENT. I agree to pay tine wate in 54 payments. A payment of \$2,207.01 will be due July 14, 2008, and on the 14th day of each month thereafter. A final payment of the entire unpaid balance of Principal and interest will be due December 14, 2010.

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Each payment I make on this Note will be applied first to any charges that I owe other than principal and interest then to interest that is due, and finally to principal that is due. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

- 7. PREPAYMENT. I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until | pay in full.
- 8. LOAN PURPOSE. The purpose of this Loan is to purchase 2006 Volvo VNL670 Tractor Vin: 4V4NC9TJ66N410209.
- 9. ADDITIONAL TERMS. A) Borrower to provide annual federal corpora e ir come tax returns within 120 days of year end.
- B) Borrower to provide annual financial statements within 120 days of year and
- C) Guarantor to provide an annually updated personal financial statement.
- D) Guarantor to provide annual federal personal income tax returns within 120 dr.ye of year end.
- E) Borrower acknowledges that Bank utilizes Lane & Waterman LLP as its attorneys Should Borrower also utilize Lane & Waterman LLP as its attorneys, Borrower hereby waives any real or perceived conflict of interest created by such representation. Borrower acknowledges that the Bank may, in its discretion, waive any conflict of interest resulting from the Borrower's (se of Lane & Waterman LLP, or request that Borrower obtain other legal counsel. In the event of default on the loan, the Borrower acknowledger and agrees that Lane & Waterman LLP may be retained to act as Bank's counsel and Borrower agrees to retain other counsel not affiliated with lane & Waterman LLP should it be necessary. Borrower hereby waives any claim or cause of action against Bank arising out of Bank's retention of lane & Waterman.

Diney Corporation lowa Promiseory Note IA/4sswanson00937100005187009052606N

61996 Bankers Systems, Inc., St. Cloud, MN Exercit

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10. SECURITY. This Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name

Parties to Document

Security Agreement - Diney Corporation

Diney Corporation

and by the following, previously executed, security instruments or agreements: all collateral security documents executed from time to time.

- 11. DEFAULT. I will be in default if any of the following occur:
 - A. Payments. I fail to make a payment in full when due.
 - B. insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guaranter of this Note or any other obligations I have with you.
 - C. Business Termination. I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent
 - D. Failure to Perform. Unil to perform any condition or to keep any promise or covenant of this Note.
 - E. Other Documents. A defiuit occurs under the terms of any other Loan Document.
 - F. Other Agreements. I am in cafault on any other debt or agreement I have with you.
 - G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or reovided.
 - H. Judgment. I fail to satisfy or appear any judgment against me.
 - I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
 - J. Name Change. I change my name or assume an additional name without notifying you before making such a change.
 - K. Property Transfer. I transfer all or a substantic par of my money or property.
 - L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.
 - M. Material Change. Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.
 - N. Insecurity. You determine in good faith that a material a tverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of inis blote or that the prospect for payment or performance of the Loan is impaired for any reason.
- 12. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare ine entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 13. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.
 - A. Additional Walvers By Borrower. In addition, I, and any party to this Note and Lours to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on the et clons or based on the status of a party to this
 - (1) You may renew or extend payments on this Note, regardless of the number of such rene vaic or extensions.
 - (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-aigner.
 - (3) You may release, substitute or impair any Property securing this Note.
 - (4) You, or any institution participating in this Note, may invoke your right of set-off.
 - (5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.
 - (6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or ary instrument securing, guarantying or relating to this Note.
 - (7) I agree that you may inform any party who guarantees this Loan of any Loan accommodations, renewals, extensions, modifications, substitutions or future advances.
 - B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.
- 14. REMEDIES. After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.
 - eleration. You may make all or any part of the amount owing by the terms of this Note immediately due,
 - B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.
 - C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.
 - D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.
 - E. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this

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upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by fedd to the restrictions imposed by fedd to the restrictions.

- 13. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.
 - A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.
 - (1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.
 - (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-aigner.
 - (3) You may release, substitute or impair any Property securing this Note.
 - (4) You, or any institution participating in this Note, may invoke your right of set-off.
 - (5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.
 - (6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.
 - (7) I agree that you may inform any party who guarantees this Loan of any Loan accommodations, renewals, extensions, modifications, substitutions or future advances.
 - B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to their tupon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.
- 14. REMEDIES. After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.
 - A. Acceleration. You may mak solver or any part of the amount owing by the terms of this Note immediately due.
 - B. Sources. You may use any and all smedies you have under state or federal law or in any Loan Document.
 - C. Insurance Benefits. You may make sciaim for any and all insurance benefits or refunds that may be available on my default.
 - D. Payments Made On My Behalf. Amounts a tranced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at & highest post-maturity interest rate.
 - E. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" mega at the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive movey from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation, and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any individual Retirement Account or other tax-deferred retirement recount.

You will not be liable for the dishonor of any check when the dishonor occurs be sue you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

- F. Walver. Except as otherwise required by law, by choosing any one or more of these remedles you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occur, again.
- 15. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect at provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to distance axient permitted by the

Diney Corporation lows Promissory Note IA/4sswanson00937100005187009052606N

91996 Bankers Systems, Inc., St. Cloud, MN Example

initials (- 1).

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United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

- 16. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.
- 17. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Note is in effect:
 - A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.
 - B. Authority. The execution, delivery and performance of this Note and the obligation evidenced by this Note are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.
 - C. Name and Place of Business. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.
- 18, INSURANCE. I agree to obtain the insurance described in this Loan Agreement.
 - A. Property Insurance. (will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing this Luan.
 - B. Insurance Warranties. I cgies to ourchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for this Lean. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State whole the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I vill have the insurance company name you as loss payer on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the differing. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.
- 19. APPLICABLE LAW. This Note is governed by the laws of lows, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to an extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be indicate, unless otherwise required by law.
- 20. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or unyone olse who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by your and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.
- 21. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is uponforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 22. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.
- 23. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by large any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional document, or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your light mature on any Property. Time is of the essence.
- 24. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will hisk requests for this information without undue frequency, and will give me reasonable time in which to supply the information.
- 25. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

IMPORTANT: READ BEFORE SIGNING.

THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

THIS NOTICE IS APPLICABLE TO THE FOLLOWING CREDIT AGREEMENTS: .

26. SIGNATURES. By signing, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note,

BORROWER:



1004957061 Page: 8 of 8

modification of this Note is effective unless made in writing and executed by you and the complete and final expression of the agreement. It says provision of this Note is unenforceable provision will be severed and the remaining provisions will still a reference able.

- 22. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.
- 23. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.
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RORROWER:

LENDER:

THE National Ban

Stephen M. Johnson, Vice President

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91996 Bankers Systems, Inc., St. Cloud, MN &