

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Devilleo McKee and
Esther McKee, husband and wife

in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, warrant and convey unto TRI-COUNTY ELECTRIC COOPERATIVE, a cooperative corporation, whose post office address is Rushford, Minnesota, and to its successors or assigns, the right to enter upon, through and under the hereinafter described lands of the undersigned, and to place, construct, operate, repair, maintain, remove and replace through, over and under the hereinafter described lands and in or upon the streets, roads or highways on or abutting said lands, an electric transmission and/or distribution line, or lines, or systems of single and/or multiple pole type structure, including any and all supporting devices.

In granting this easement, it is understood as follows:

- (a) Grantee shall have the right and privilege, from time to time, to cut down, trim, control the growth of or eliminate by chemical spray or mechanical means, such trees, shrubbery and other plant growth under or adjacent to said lines, as it deems appropriate to properly construct, operate and maintain said lines and to eliminate present or future hazards to the rendition of adequate service thereby;
- (b) Grantee shall have the right to place lines, supporting devices and appurtenances underground and to operate and maintain said underground installations provided all electric lines shall be buried to sufficient depth so as not to interfere with the ordinary cultivation of the soil. It is mutually understood that the location of all poles and supporting devices will be such as to form the least possible interference with existing land used so long as it does not materially increase the cost of construction and is consistent with sound engineering practices;
- (c) Grantee shall have the right of ingress and egress from said right-of-way through, over and under the hereinabove described lands of the undersigned and adjacent lands of the grantor(s), along a route which will cause the least possible interference with existing land use, and provided further that grantee will pay for any damages to grantor's growing crops, grasses and fences caused by the construction, operation and maintenance of any lines, supporting devices and other appurtenances.

The above mentioned property in the County of Houston, State of Minnesota, is described as follows:

- 239 A strip forty feet (40') wide in the North Half of the West Half of the Southwest Quarter; Section 35, Township 103 North, Range 6 West.
- 240 And a forty foot (40') wide strip in the East Half of the Northeast Quarter of the Southeast Quarter;
- And a forty foot (40') wide strip in the East Half of the East Half of the Northeast Half, all in Section 34, Township 103 North, Range 6 West.

and the undersigned covenant(s) that they are (he is) the owner(s) of the above described land and that the described lands are free and clear of encumbrances and liens of whatsoever character except as follows:

It is further understood that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

TO HAVE AND TO HOLD said easement, together with all and singular the rights and privileges of the said cooperative, its successors and assigns, forever. This conveyance shall be binding on the heirs, representatives, successors, assigns and grantees of the grantors.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 11 day of June, 1987

In Presence of:

Devilleo M^c Kee
(Grantor)

Esther M^c Kee
(Grantor)

4028

BOOK 344

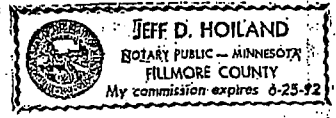
Instrument entered this 25th day of June 19 87
Deville McKee
Houston County Auditor
Charles Meiners Deputy

ACKNOWLEDGMENT

STATE OF MINNESOTA,
COUNTY OF Houston, ss.

On this 11 day of June, 19 87 before me, a notary public
personally appeared Deville McKee and Esther McKee, husband
and wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Jeff D. Hoiland
Notary Public
Fillmore County, Minn.
My commission expires 6-25-92

State of Minnesota } ss.
Country of _____

On this _____ day of _____, 19____, before me, a _____ within and for said County personally appeared _____ and _____

to me personally known, who, being each by me duly sworn _____ did say that they are respectively the _____ President and the _____ of the corporation named in the foregoing instrument, and 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 _____ and said _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public _____ County, Minn.
My commission expires _____ 19____

151841

FILE NO. 151841

Office of County Recorder
County of Houston, Minn.

I hereby certify that the within instrument was filed for record on the 26 day of June A.D. 1987 at 9:30 o'clock A.M. and was duly recorded in Book 344 of Volume on page 27

D. G. T. Meiners
County Recorder Deputy

RECORD'D
COMP'D
INDEX'D
TRACT'D

Form: See within County of Houston

Dairyland

No Delinquent Taxes and
Transfer entered this 23
day of Sept 1997
A. Peter Johnson
Houston County Auditor
Michael L. Schroeder Deputy

NUM
SCAN
TRACT
VERIFY

Document No. **191275**

Office of County Recorder
Houston County, Minnesota

I hereby certify that the within
instrument was recorded on
September 23, 1997
at 4:02 PM.

D. A. Tessmer

County Recorder

Suzanne Bauer
County Recorder

191275

RE-32RBD
5/96

RIGHT OF WAY EASEMENT FOR RURAL ELECTRIC LINE

a/k/a Ronald Fruechte

Know All Men By These Presents: That Ronald L. Fruechte, a/k/a
Ronald Fruechte, Grantor(s), claiming title by Warranty Deed dated March 24,
1997, and recorded April 7, 1997 as Document Number 189031, in the Office
of the Recorder, Houston County, Minnesota, in consideration of the sum of
One Dollar (\$1.00) and other valuable considerations, the receipt of which is
hereby acknowledged, do(es) hereby grant, warrant, and convey unto

Return to:
DAIRYLAND POWER COOPERATIVE
P.O. Box 817
La Crosse, Wisconsin 54602-0817
ATTN: RE/RW & Related Services Dept.

12.0320.000

Parcel Identification Number

DAIRYLAND POWER COOPERATIVE

Line #: N-13

Parcel #: 126

a Wisconsin non-stock cooperative association, its successors, licensees, lessees, tenants, subsidiaries or assigns, hereinafter called Grantee, the exclusive perpetual right and easement to enter upon the property of the Grantors as described in the instrument(s) recited above, to survey, construct, reconstruct, replace, operate, maintain, renew and remove in, upon, over and across the hereinafter described right of way strip, electric transmission, electric distribution, and communication line system(s), or any combination thereof, overhead and underground and all devices appurtenant thereto, including, without limitation by specification, structures, crossarms, transformers, splice boxes, conduits, and other such appliances, accessories, footings, and supporting devices (which if necessary, may be located outside of said right of way strip) as Grantee deems necessary for the purpose of exercising the rights and easement herein granted. The right, permission, and authority to apportion the rights herein to third parties is also granted to the Grantee, together with the right to cut down or trim all trees and bushes, or apply chemicals for purposes of controlling brush, now or hereafter, growing upon the right of way strip, including tall or leaning trees adjacent to or near said right of way strip which may endanger the facilities authorized hereunder or impede the access to said right of way strip, all with no future additional payment, together with the right of uninterrupted access, ingress, and egress over said adjacent property of the Grantor(s) to and from the right of way strip along a route which will cause the least possible interference with existing land use.

Actual damage to crops, fences, improvements and soil of the Grantor(s), his heirs, assigns, or tenants, caused by employees, agents, or contractors of the Grantee, shall be promptly paid by the Grantee.

Grantor(s) expressly reserve(s) the use of the surface of the right of way strip, for such purposes as in the opinion of the Grantee, are not inconsistent with the rights herein granted. No structure(s) will be erected, or inflammable material placed or accumulated, or trees planted on said right of way strip by Grantor(s), who further covenant(s) and agree(s) that the elevation of the existing ground surface within the right of way strip will not be altered by more than one (1) foot without the written consent of Grantee, and that no fences, gates, signs, posters, or other attachments shall be placed on or attached to the supporting structures.

Said right of way is a strip of land 80 feet in width, lying within or partly within the SW $\frac{1}{4}$ -SE $\frac{1}{4}$, of Section 34, Township 103 North, Range 6 West, Township of Sheldon, County of Houston, State of Minnesota, and being specifically described as lying 40 feet on each side of the following described centerline:

Beginning at a point on the South line of the SW $\frac{1}{4}$ -SE $\frac{1}{4}$ of Section 34, T103N, R6W, said point being approximately at the intersection of the Southwesterly right of way line of Town Road 131 and said South line; thence in a Northwesterly direction, a distance of 690 feet to a point approximately 31 feet perpendicular to and on the Southwesterly margin of the right of way line of Town Road 131; thence continuing in a Northwesterly direction on the last tangent line, a distance of approximately 244 feet to a point on the West line of said SW $\frac{1}{4}$ -SE $\frac{1}{4}$ said point being approximately 40 feet perpendicular to and on the Southwesterly margin of the right of way line of Town Road 131, and there terminating.

This easement is also given to provide for the reconstruction of the electrical transmission line originally constructed and operated under the auspices of that certain easement instrument dated July 9, 1949 and recorded December 20, 1949 as Document Number 72274 in Volume 177 of Miscellaneous on Page 294, and further, to provide a legal description defining the location of said existing transmission line at its reconstructed location.

TO HAVE AND TO HOLD said easement, together with all and singular the rights and privileges appertaining thereto unto said Grantee, its successors and assigns forever. This conveyance shall be binding on the heirs, representatives, and assigns of the Grantors and Grantee.

The warranties contained herein are made subject only to the following delinquent taxes, mortgages, liens or encumbrances: (1) Mortgage to Waukon State Bank, dated March 21, 1997 and recorded as Document Number 189100; and, (2) Mortgage to Waukon State Bank, dated March 21, 1997 and recorded as Document Number 189101.

And the undersigned owner(s) and holder(s) of said Mortgages as to said property above described, for the consideration above stated, do(es) hereby join in and consent to said easement free and clear of said encumbrance(s), by their/its signature(s) below or by separate instrument.

WITNESS THE HANDS AND SEALS OF THE GRANTOR(S) (and the person(s), if any, joining in and consenting to this easement) this 17TH day of SEPT, 1997.

In the Presence of:

Carolyn A. Peterson
Carolyn A. Peterson

Ronald B. Fruechte (SEAL)
Ronald B. Fruechte

_____ (SEAL)

_____ (SEAL)

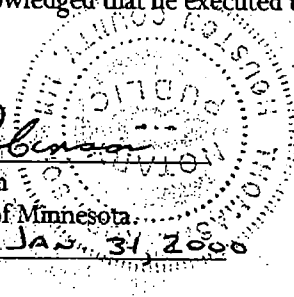
_____ (SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MINNESOTA)
COUNTY OF HOUSTON) SS

On this 17TH day of SEPT. 1997, before me personally appeared Ronald L. Fruechte, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Thomas A. Robinson
Thomas A. Robinson
Notary Public in the State of Minnesota
My Commission Expires: JAN 31, 2000



CORPORATE ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 199__, before me, the undersigned, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are respectively _____ President and _____ of _____ Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said _____ and _____ severally acknowledged said instrument to be the free act and deed of said Corporation.

Notary Public in the State of _____
My Commission Expires: _____

DRAFTED BY:
Frederick Schubert,
Dairyland Power Cooperative,
P.O. Box 817,
La Crosse, WI 54602-0817
Tel.#:608/788-4000

674

PH 11/11

Doc: A266582



OFFICE OF COUNTY RECORDER
HOUSTON COUNTY, MINNESOTA

Pages: 10

Certified, Filed, and/or Recorded:
September 01, 2011 3:03 PM

Fee: \$46.00
Well Certificate: [] Rec'd

Beverly J Bauer, County Recorder

By: SKS

Returned To:

RIPPE HAMMELL & MURPHY
PO BOX 149
CALEDONIA, MN 55921

Received from:
RIPPE HAMMELL & MURPHY

(Space Above This Line For Recording Data)

COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on **August 31, 2011** between the mortgagor(s) **RONALD L FRUECHTE**, whose address is **13117 Prairie Ridge Road, Caledonia, Minnesota 55921-0000** ("Mortgagor"), and **Eitzen State Bank** whose address is **115 N. Hwy 44/76, Caledonia, Minnesota 55921** ("Lender"), which is organized and existing under the laws of the State of Minnesota. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)** ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, with power of sale, the following described property located in the **County of Houston, State of Minnesota**:

Address: 13117 Prairie Ridge Road & 12079 Buckley Road & Rural, Caledonia, Minnesota 55921
Legal Description: See Exhibit "A", "B", & "C" Attached.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Security Instrument whether now or hereafter existing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Mortgagor to Lender, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due and payable on **December 30, 2012**.

Exhibit "A"
TO THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN
HOUSTON COUNTY, MINNESOTA

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER,

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER,

EXCEPT THAT PART OF THE E 1/2 OF THE NW 1/4 AND THAT PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 6, TOWNSHIP 101 NORTH, RANGE 5 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID E 1/2 OF THE NW 1/4 OF THE NE 1/4; THENCE ON A BEARING BASED ON THE HOUSTON COUNTY COORDINATE SYSTEM OF 1983, OF SOUTH 00 DEGREES 51' 14" EAST ALONG THE EAST LINE OF SAID E 1/2 OF THE NW 1/4 OF THE NE 1/4 705.48 FEET TO THE CENTER LINE OF CSAH 5, THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 51' 24" EAST ALONG SAID EAST LINE 226.87 FEET; THENCE NORTH 68 DEGREES 11' 18" WEST 320.29 FEET; THENCE SOUTH 00 DEGREES 37' 53" EAST 538.44 FEET; THENCE SOUTH 89 DEGREES 22' 07" WEST 366.43 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID E 1/2 OF THE NW 1/4 OF THE NE 1/4; THENCE NORTH 00 DEGREES 37' 53" WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE AND ALONG THE WEST LINE OF SAID E 1/2 OF THE NW 1/4 OF THE NE 1/4 1132.77 FEET TO THE CENTER LINE OF CSAH 5; THENCE SOUTH 53 DEGREES 15' 08" EAST ALONG SAID CENTER LINE 437.76 FEET; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 320.72 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST, RADIUS 5787.14 FEET, CENTRAL ANGLE 03 DEGREES 10' 31", CHORD BEARING SOUTH 54 DEGREES 50' 23" EAST, CHORD DISTANCE 320.68 FEET; THENCE CONTINUING ALONG SAID CENTER LINE SOUTH 56 DEGREES 25' 39" EAST TANGENT TO SAID CURVE 64.81 FEET TO THE POINT OF BEGINNING.

THERE IS RESERVED ONTO THE GRANTOR, HIS HEIRS AND ASSIGNS AN EASEMENT FOR PURPOSE OF INGRESS EGRESS ALONG THE EAST TWO RODS OF THE ABOVE-DESCRIBED DESCRIPTION. ADJOINS THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 101 NORTH, RANGE 5 WEST. THIS IS A PERMANENT EASEMENT THAT BENEFITS LAND RETAINED BY THE GRANTOR IN THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 101 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN. THIS EASEMENT IS SHOWN ON THE CERTIFICATE OF SURVEY BY GEOFFREY G. GRIFFIN DATED MAY 9, 1997 WHICH IS REFERENCED BY FILE NO. 97-47 IN THE HOUSTON COUNTY RECORDER'S OFFICE.

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER

EXCEPT COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 101 NORTH, RANGE 5 WEST, THENCE EAST 220 FEET, THENCE SOUTH 579 FEET, THENCE EAST 35 FEET, THENCE SOUTH TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6. THENCE WEST TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6 TO THE POINT OF BEGINNING. CONTAINING APPROXIMATELY 7 ACRES MORE OR LESS.

ALL IN SECTION 6, TOWNSHIP 101 NORTH OF RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

SEPTEMBER 8, 1998

Bunge

Ehibit "B"

The S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ & the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34;
EXCEPT that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ & that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34
described as follows:

Commencing at the SE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence on a bearing of North 00°51'59" West, based on the Houston County
Coordinate System of 1983 (1996 adjustment) along the East line of said
SE $\frac{1}{4}$ NE $\frac{1}{4}$ 102.05 feet to the POINT OF BEGINNING;

Thence South 89°37'37" West 575.08 feet;

Thence North 18°01'15" West 1625.06 feet;

Thence North 00°24'24" West 318.30 feet to the North line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 89°57'17" East along the North line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the NE
corner of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence South 00°51'59" East along the East line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and along
the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ 1860.94 feet to the POINT OF BEGINNING.

The E $\frac{1}{2}$ SE $\frac{1}{4}$ & the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34.

The W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 35;

EXCEPT that part of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 35 described as follows:

Beginning at the SE corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence on a bearing of South 89°49'38" West, based on the Houston County
Coordinate System of 1983 (1996 Adjustment) along the South line of said
W $\frac{1}{2}$ SW $\frac{1}{4}$ 1319.61 feet to the SW corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence North 36°54'23" East 1187.28 feet;

Thence North 10°14'46" West 1726.22 feet to the North line of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence North 89°37'37" East along the North line of said W $\frac{1}{2}$ SW $\frac{1}{4}$ 920.51 feet to
the NE corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence South 00°08'50" West along the East line of said W $\frac{1}{2}$ SW $\frac{1}{4}$ 2650.10 feet to
the SE corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$ and the point of beginning.

All in T103N, R6W.

ESB

Doc: A266957



OFFICE OF COUNTY RECORDER
HOUSTON COUNTY, MINNESOTA

Pages: 9

Certified, Filed, and/or Recorded: Fee: \$46.00

October 04, 2011 2:17 PM

Well Certificate: [] Rec'd

EXEMPT FROM REGISTRATION TAX

Donna Trehuop
Houston County Treasurer

Beverly J Bauer, County Recorder

By: *gk*

Returned To:

EITZEN STATE BANK
PO BOX 368
EITZEN, MN 55931

Received from:

EITZEN STATE BANK

(Space Above This Line For Recording Data)

Corrective COMMERCIAL REAL ESTATE MORTGAGE

For the purpose of showing the mortgagor as a single person.

Corrects Doc. #A266582

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on August 31, 2011 between the mortgagor(s) RONALD L FRUECHTE, As a single person., whose address is 13117 Prairie Ridge Road, Caledonia, Minnesota 55921-0000 ("Mortgagor"), and Eitzen State Bank whose address is 115 N. Hwy 44/76, Caledonia, Minnesota 55921 ("Lender"), which is organized and existing under the laws of the State of Minnesota. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, with power of sale, the following described property located in the County of Houston, State of Minnesota:

Address: 13117 Prairie Ridge Road & 12079 Buckley Road & Rural, Caledonia, Minnesota 55921

Legal Description: See Exhibit "A", "B", & "C" Attached.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Security Instrument whether now or hereafter existing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Mortgagor to Lender, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due and payable on December 30, 2012.

Exhibit "A"
TO THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN
HOUSTON COUNTY, MINNESOTA

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER,

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER,

EXCEPT THAT PART OF THE E 1/2 OF THE NW 1/4 AND THAT PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 6, TOWNSHIP 101 NORTH, RANGE 5 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID E 1/2 OF THE NW 1/4 OF THE NE 1/4; THENCE ON A BEARING BASED ON THE HOUSTON COUNTY COORDINATE SYSTEM OF 1983, OF SOUTH 00 DEGREES 51' 14" EAST ALONG THE EAST LINE OF SAID E 1/2 OF THE NW 1/4 OF THE NE 1/4 705.48 FEET TO THE CENTER LINE OF CSAH 5, THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 51' 24" EAST ALONG SAID EAST LINE 226.87 FEET; THENCE NORTH 68 DEGREES 11' 18" WEST 320.29 FEET; THENCE SOUTH 00 DEGREES 37' 53" EAST 538.44 FEET; THENCE SOUTH 89 DEGREES 22' 07" WEST 366.43 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID E 1/2 OF THE NW 1/4 OF THE NE 1/4; THENCE NORTH 00 DEGREES 37' 53" WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE AND ALONG THE WEST LINE OF SAID E 1/2 OF THE NW 1/4 OF THE NE 1/4 1132.77 FEET TO THE CENTER LINE OF CSAH 5; THENCE SOUTH 53 DEGREES 15' 08" EAST ALONG SAID CENTER LINE 437.76 FEET; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 320.72 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST, RADIUS 5787.14 FEET, CENTRAL ANGLE 03 DEGREES 10' 31", CHORD BEARING SOUTH 54 DEGREES 50' 23" EAST, CHORD DISTANCE 320.68 FEET; THENCE CONTINUING ALONG SAID CENTER LINE SOUTH 56 DEGREES 25' 39" EAST TANGENT TO SAID CURVE 64.81 FEET TO THE POINT OF BEGINNING.

THERE IS RESERVED ONTO THE GRANTOR, HIS HEIRS AND ASSIGNS AN EASEMENT FOR PURPOSE OF INGRESS EGRESS ALONG THE EAST TWO RODS OF THE ABOVE-DESCRIBED DESCRIPTION. ADJOINS THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 101 NORTH, RANGE 5 WEST. THIS IS A PERMANENT EASEMENT THAT BENEFITS LAND RETAINED BY THE GRANTOR IN THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 101 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN. THIS EASEMENT IS SHOWN ON THE CERTIFICATE OF SURVEY BY GEOFFREY G. GRIFFIN DATED MAY 9, 1997 WHICH IS REFERENCED BY FILE NO. 97-47 IN THE HOUSTON COUNTY RECORDER'S OFFICE.

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER

EXCEPT COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 101 NORTH, RANGE 5 WEST, THENCE EAST 220 FEET, THENCE SOUTH 579 FEET, THENCE EAST 35 FEET, THENCE SOUTH TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6. THENCE WEST TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6 TO THE POINT OF BEGINNING. CONTAINING APPROXIMATELY 7 ACRES MORE OR LESS.

ALL IN SECTION 6, TOWNSHIP 101 NORTH OF RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

SEPTEMBER 8, 1998

Bunge

Ehibit "B"

The S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ & the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34;
EXCEPT that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ & that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34
described as follows:

Commencing at the SE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence on a bearing of North 00°51'59" West, based on the Houston County
Coordinate System of 1983 (1996 adjustment) along the East line of said
SE $\frac{1}{4}$ NE $\frac{1}{4}$ 102.05 feet to the POINT OF BEGINNING;

Thence South 89°37'37" West 575.08 feet;

Thence North 18°01'15" West 1625.06 feet;

Thence North 00°24'24" West 318.30 feet to the North line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 89°57'17" East along the North line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the NE
corner of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence South 00°51'59" East along the East line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and along
the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ 1860.94 feet to the POINT OF BEGINNING.

The E $\frac{1}{2}$ SE $\frac{1}{4}$ & the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34.

The W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 35;

EXCEPT that part of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 35 described as follows:

Beginning at the SE corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence on a bearing of South 89°49'38" West, based on the Houston County
Coordinate System of 1983 (1996 Adjustment) along the South line of said
W $\frac{1}{2}$ SW $\frac{1}{4}$ 1319.61 feet to the SW corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence North 36°54'23" East 1187.28 feet;

Thence North 10°14'46" West 1726.22 feet to the North line of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence North 89°37'37" East along the North line of said W $\frac{1}{2}$ SW $\frac{1}{4}$ 920.51 feet to
the NE corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence South 00°08'50" West along the East line of said W $\frac{1}{2}$ SW $\frac{1}{4}$ 2650.10 feet to
the SE corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$ and the point of beginning.

All in T103N, R6W.

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810

Doc: A274102

OFFICE OF COUNTY RECORDER
HOUSTON COUNTY, MINNESOTA



Pages: 13

Registration tax hereon of \$ 356.50 paid

Receipt No. 2422

Donna Trehus
County Treasurer

Courtersigned Chailene Meunier
County Auditor

Certified, Filed, and/or Recorded:
May 16, 2013 11:32 AM

Fee: \$46.00

Well Certificate: [] Rec'd

Beverly J Bauer, County Recorder

By: gb

Returned To:

RIPPE HAMMELL & MURPHY
PO BOX 149
CALEDONIA, MN 55921

Received from:

RIPPE HAMMELL & MURPHY

(Space Above This Line For Recording Data)

COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on **May 10, 2013** between the mortgagor(s) **RONALD L FRUECHTE, As a single person, in his own right.**, whose address is **13117 Prairie Ridge Road, Caledonia, Minnesota 55921-0000** ("Mortgagor"), and **Eitzen State Bank** whose address is **115 N. Hwy 44/76, Caledonia, Minnesota 55921** ("Lender"), which is organized and existing under the laws of the State of Minnesota. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of **One Million Three Hundred Thousand and 00/100 Dollars (U.S. \$1,300,000.00)** ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, with power of sale, the following described property located in the **County of Houston, State of Minnesota**:

Address: **13117 Prairie Ridge Road & Rural Houston County, Caledonia, Minnesota 55921**

Legal Description: **See Exhibit "A" Attached.**

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Security Instrument whether now or hereafter existing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from **RONALD L FRUECHTE** to **Eitzen State Bank**, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on **December 31, 2022.**

Exhibit "A"

The S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ & the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34;
EXCEPT that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ & that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34
described as follows:

Commencing at the SE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence on a bearing of North 00°51'59" West, based on the Houston County
Coordinate System of 1983 (1996 adjustment) along the East line of said
SE $\frac{1}{4}$ NE $\frac{1}{4}$ 102.05 feet to the POINT OF BEGINNING;

Thence South 89°37'37" West 575.08 feet;

Thence North 18°01'15" West 1625.06 feet;

Thence North 00°24'24" West 318.30 feet to the North line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 89°57'17" East along the North line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the NE
corner of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence South 00°51'59" East along the East line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and along
the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ 1860.94 feet to the POINT OF BEGINNING.

The E $\frac{1}{2}$ SE $\frac{1}{4}$ & the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34.

The W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 35;

EXCEPT that part of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 35 described as follows:

Beginning at the SE corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence on a bearing of South 89°49'38" West, based on the Houston County
Coordinate System of 1983 (1996 Adjustment) along the South line of said
W $\frac{1}{2}$ SW $\frac{1}{4}$ 1319.61 feet to the SW corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence North 36°54'23" East 1187.28 feet;

Thence North 10°14'46" West 1726.22 feet to the North line of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence North 89°37'37" East along the North line of said W $\frac{1}{2}$ SW $\frac{1}{4}$ 920.51 feet to
the NE corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence South 00°08'50" West along the East line of said W $\frac{1}{2}$ SW $\frac{1}{4}$ 2650.10 feet to
the SE corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$ and the point of beginning.

All in T103N, R6W.

Also;

RN-17

2ni
9w

Doc: A274103

OFFICE OF COUNTY RECORDER
HOUSTON COUNTY, MINNESOTA



Pages: 13

Certified, Filed, and/or Recorded: Fee: \$46.00

May 16, 2013 11:32 AM

Well Certificate: [] Rec'd

Beverly J Bauer, County Recorder

By: gk

Returned To:

RIPPE HAMMELL & MURPHY
PO BOX 149
CALEDONIA, MN 55921

Received from:

RIPPE HAMMELL & MURPHY

(Space Above This Line For Recording Data)

COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on **May 10, 2013** between the mortgagor(s) **RONALD L FRUECHTE**, As a single person, in his own right, whose address is **13117 Prairie Ridge Road, Caledonia, Minnesota 55921-0000** ("Mortgagor"), and **Eitzen State Bank** whose address is **115 N. Hwy 44/76, Caledonia, Minnesota 55921** ("Lender"), which is organized and existing under the laws of the State of Minnesota. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of **One Million Eight Hundred Thousand and 00/100 Dollars (U.S. \$1,800,000.00)** ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, with power of sale, the following described property located in the County of **Houston**, State of **Minnesota**:

Address: **13117 Prairie Ridge Road & Rural Houston County, Caledonia, Minnesota 55921**

Legal Description: **See Exhibit "A" Attached.**

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Security Instrument whether now or hereafter existing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from **RONALD L FRUECHTE** to **Eitzen State Bank**, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on **December 31, 2022.**

Exhibit "A"

The S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ & the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34;

EXCEPT that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ & that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34 described as follows:

Commencing at the SE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence on a bearing of North 00°51'59" West, based on the Houston County Coordinate System of 1983 (1996 adjustment) along the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ 102.05 feet to the POINT OF BEGINNING;

Thence South 89°37'37" West 575.08 feet;

Thence North 18°01'15" West 1625.06 feet;

Thence North 00°24'24" West 318.30 feet to the North line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 89°57'17" East along the North line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the NE corner of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence South 00°51'59" East along the East line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and along the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ 1860.94 feet to the POINT OF BEGINNING.

The E $\frac{1}{2}$ SE $\frac{1}{4}$ & the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34.

The W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 35;

EXCEPT that part of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 35 described as follows:

Beginning at the SE corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence on a bearing of South 89°49'38" West, based on the Houston County Coordinate System of 1983 (1996 Adjustment) along the South line of said W $\frac{1}{2}$ SW $\frac{1}{4}$ 1319.61 feet to the SW corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence North 36°54'23" East 1187.28 feet;

Thence North 10°14'46" West 1726.22 feet to the North line of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence North 89°37'37" East along the North line of said W $\frac{1}{2}$ SW $\frac{1}{4}$ 920.51 feet to the NE corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence South 00°08'50" West along the East line of said W $\frac{1}{2}$ SW $\frac{1}{4}$ 2650.10 feet to the SE corner of said W $\frac{1}{2}$ SW $\frac{1}{4}$ and the point of beginning.

All in T103N, R6W.

Also;

NUM _____
SCAN _____
TRACT _____
VERIFY _____

Document No. **210448**

Office of County Recorder
Houston County, Minnesota

No delinquent taxes and transfer entered: Certificate
of Real Estate Value (X) filed () not required
Certificate of Real Estate Value No. 7003

May 30 2001

A. Peter Johnson
County Auditor
by Charlene Meinert
Deputy

I hereby certify that the within
instrument was recorded on

May 30, 2001
at 1:00 P.M.

Beverly J. Bauer
County Recorder
by Dusan K. Schueber
Deputy

210448

WARRANTY DEED

Send tax statements for the real property described herein to:

John Travis Fishel
2606 Petersen Road
Hokah MN 55941

FOR VALUABLE CONSIDERATION, Ronald Fruechte, an unmarried person
Grantor (s),
hereby convey (s) and warrant (s) to John Travis Fishel
Grantee (s),

real property in Houston County, Minnesota, described as follows:

**Filing Requirements
for Certificate of
Real Estate Value have
been met. com**

(A)
That part of the West 1/2 of the SW 1/4 of Section 35, Township 103 North, Range 6 West, Town of Sheldon, Houston County, Minnesota, described as follows: Beginning at the Southeast corner of said West 1/2 of the SW 1/4; thence on a bearing of South 89 degrees 49 minutes 38 seconds West, based on the Houston County Coordinate System of 1983 (1996 ADJUSTMENT) along the South

(Continued on Reverse)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: Easements, covenants, zoning and restrictions of record, though no republication is intended herein.

Dated this 10th day of May, 2001.

_____(SEAL) Ronald Fruechte (SEAL)
* _____ (SEAL) _____ (SEAL)
* _____ (SEAL) _____ (SEAL)

ACKNOWLEDGEMENT

STATE OF _____ COUNTY } SS

Personally came before me this _____ day of _____, 2001 the above named

ACKNOWLEDGEMENT

STATE OF Minnesota } SS
Houston COUNTY

Personally came before me this 10 day of May, 2001 the above named

Ronald Fruechte

to me known to be the person who executed the foregoing instrument and acknowledge the same.

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public State of _____
My commission expires: _____

* Thomas J. Stahl
Notary Public State of Minnesota
My commission expires: Jan. 31, 2005

Drafted by James T. Gull - La Crosse, WI

* Names of persons signing in any capacity should be typed or printed below their signatures

1a-0339-001

line of said West 1/2 of the SW 1/4 1319.61 feet to the Southwest corner of said West 1/2 of the SW 1/4; thence North 36 degrees 54 minutes 23 seconds East 1187.28 feet; thence North 10 degrees 14 minutes 46 seconds West 1726.22 feet to the North line of said West 1/2 of the SW 1/4; thence North 89 degrees 37 minutes 37 seconds East along the North line of said West 1/2 of the SW 1/4 920.51 feet to the Northeast corner of said West 1/2 of the SW 1/4; thence South 00 degrees 08 minutes 50 seconds West along the East line of said West 1/2 of the SW 1/4 2650.10 feet to the Southeast corner of said West 1/2 of the SW 1/4 and the point of beginning.

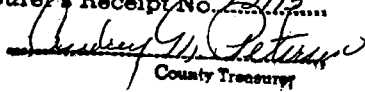
(B)

Together with a non-exclusive perpetual easement for ingress and egress over the across the following described land: The South 33 feet of the East 1300 feet of the SE 1/4 of the SE 1/4 of Section 34, Township 103 North, Range 6 West, and the South 33 feet of the West 33 feet of the West 1/2 of the SW 1/4 of Section 35, Township 103 North, Range 6 West, Town of Sheldon, Houston County, Minnesota.

The seller herein certifies that he is not aware of any wells located on the above-described property.

Deed tax hereon of \$ 168 ³⁰ paid

Treasurer's Receipt No. 12115


County Treasurer

Witnessed and attested
by the County Treasurer
at Sheldon, Minnesota
this 1st day of June 1908