

SECURITY AGREEMENT

The undersigned, JUDY KEELEY, a single person, (hereinafter called "Borrower") hereby grants to ERIK A. AHLGREN, as chapter 7 trustee for the bankruptcy estate of John Keeley and Dawn Keeley in bankruptcy #17-30526, or his successors or assigns, whose post office address is Ahlgren Law Office, PLLC, 220 W Washington Ave, Ste 105, Fergus Falls, MN 56537 (hereinafter called "Creditor") a Security Interest in the following described property (hereinafter called "Collateral"):

The Collateral includes any and all of Grantor's now owned or hereafter acquired farm equipment or agricultural machinery, equipment, furnishings and fixtures of every type and description, and all accessories, attachments, accessions, substitutions, replacements and additions thereto, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitation any equipment purchased with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future accounts, chattel paper, instruments, notes and monies that may be derived from the sale, lease or other disposition of any of the foregoing, any rights of Grantor to collect or enforce payment thereof as well to enforce any guaranties of the foregoing and security therefor, and all present and future general intangibles of Grantor in any way related or pertaining to the ownership, operation, or use of the foregoing, and any rights of Grantor with regard thereto.

The Collateral includes any and all of Grantor's now owned or hereafter acquired fixtures and other real estate related goods, furnishings and accessories, and all attachments, accessions, substitutions, replacements and additions thereto or therefor, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitation any fixtures purchased with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future accounts, chattel paper, instruments, notes and monies that may be derived from the sale, lease or other disposition of any of the foregoing.

to secure payment to the Creditor at the address stated above, of all notes of Borrower concurrently herewith, heretofore or hereafter delivered to or purchased or otherwise acquired by the Creditor, and all other liabilities and indebtedness of Borrower to the Creditor, due or to become due, direct or indirect, absolute or contingent, joint or several, howsoever created,

Steven C. Ekman, pc

David L. Petersen of Counsel
Attorney at Law

910 Hill Ave, PO Box 70, Grafton ND 58237
(701) 352-0916

arising or evidenced, now existing or hereafter at any time created, arising or incurred (hereinafter called "secured Obligations").

Borrower warrants, represents and agrees that:

- I. The Collateral will be kept at the address of Borrower set forth below, and will not be removed therefrom without the prior written consent of the Creditor.
- II. Borrower has or will acquire title to and will at all times keep the Collateral free of all liens and encumbrances, except the Security Interest created hereby, and has full power and authority to execute this Security Agreement, to perform Borrower's obligations hereunder, and to subject the Collateral to the Security Interest created hereby.
- III. Borrower will at any time or times hereafter execute such financing statements and other instruments and perform such acts as the Creditor may request to establish and maintain a valid Security Interest in the Collateral, and will pay all costs of filing and recording.
- IV. Borrower will keep the Collateral in good condition and insured against such risks and in such amounts as the Creditor may request, and with an insurance company or companies satisfactory to the Creditor, the policies to protect the Creditor as its interest may appear and to be delivered to the Creditor at its request. In addition, Borrower will maintain the pharmacy in a good and reasonable manner, abiding by all governmental regulations.
- V. Upon default by Borrower in any of the preceding agreements, the Creditor at its option may (i) effect such insurance and repairs and pay the premiums therefore and the costs thereof and (ii) pay and discharge any taxes, liens and encumbrances on the Collateral. All sums so advanced or paid by the Creditor shall be payable by Borrower on demand with interest at the maximum rate allowed by law and shall be a part of the Secured Obligations.
- VI. Borrower will not sell, transfer, lease, or otherwise dispose of the Collateral, or attempt or offer to do any of the foregoing, without the prior written consent of the Creditor, and unless the Proceeds of any such sale, transfer, lease, or other disposition are paid directly to the Creditor. No provision contained in this Agreement shall be construed to authorize any such sale, transfer, lease or other disposition of the Collateral except on the conditions contained in this paragraph.
- VII. The occurrence of any of the following events shall constitute a Default:
 - A. failure of Borrower, or of any co-maker, indorser, surety or guarantor to pay when due any amount payable under any of the Secured Obligations;
 - B. failure to perform any agreement of Borrower contained herein;
 - C. any statement, representation, or warranty of Borrower made herein or at any time furnished to the Creditor is untrue in any respect as of the date made;
 - D. entry of any judgment against Borrower;

Steven C. Ekman, pc

David L. Petersen of Counsel

Attorney at Law

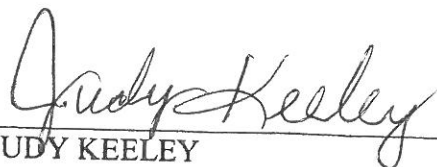
910 Hill Ave, PO Box 70, Grafton ND 58237

(701) 352-0916

- E. appointment of the receiver for, loss, substantial damage to, destruction, theft, sale, or encumbrance to or of any portion of the Collateral, or the making of any levy seizure or attachment thereof;
 - F. Borrower becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of its creditors or any proceeding is commenced by or against Borrower alleging that it is insolvent or unable to pay its debts as they mature;
 - G. Death of any Borrower who is a natural person or of any partner of any Borrower which is a partnership.
 - H. dissolution, consolidation, or merger, or transfer of a substantial part of the property of any Borrower which is a corporation or a partnership;
 - I. such a change in condition or affairs (financial or otherwise) of Borrower or any co-maker, endorser, surety or guarantor of any of the Secured Obligations as in the opinion of the Creditor impairs the Creditor's security or increases its risk; or
 - J. the Creditor deems itself insecure for any reason whatsoever.
- VIII. Whenever a default shall exist, the Creditor may, at its option and without demand or notice, declare all or any part of the Secured Obligations immediately due and payable, and the Creditor may exercise, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law.
- IX. Borrower agrees, in the event of Default, to make the Collateral available to the Creditor at a place or places acceptable to Creditor, and to pay all costs of the Creditor, including reasonable attorneys' fees, in the collection of any of the Secured Obligations and the enforcement of any of the Creditor's rights. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to the Borrower at the address shown below.
- X. No delay or failure by the Creditor in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by the Creditor of any right or remedy shall preclude other or further exercise thereof or the exercise of any right or remedy.
- XI. If more than one party shall sign this Agreement, the term "Borrower" shall mean all such parties, and each of them, and all such parties shall be jointly and severally obligated hereunder.

Executed this 21 day of March, ~~2018~~ ²⁰¹⁹.

BORROWER



JUDY KEELEY

Steven C. Ekman, PC
David L. Petersen of Counsel
Attorney at Law
910 Hill Ave, PO Box 70, Grafton ND 58237
(701) 352-0916