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KIMBERLEE M VANHOOSE, REGISTER OF DEEDS
MORTGAGE
30.00

Exhibit 8



RECEIVED AND RECORDED

Instrument Number: 2025R-02018

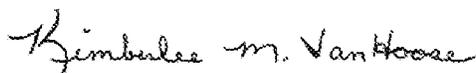
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I hereby certify that this instrument was RECEIVED and RECORDED on the date and times stamped above in the OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS, Gratiot County, Michigan.



Kimberlee M. VanHoose, Register
Register of Deeds
Gratiot County Michigan

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**MICHIGAN OPEN-END MORTGAGE
THIS IS A FUTURE ADVANCE MORTGAGE**

GSIS401 (05/19)



Drafted By: Montanna Ackerson, GreenStone FCS
1962 South State Rd.
Ionia, MI 48846

Return To: GreenStone Farm Credit Services
Attn: Montanna Ackerson
1962 South State Rd
Ionia, MI 48846

This future advance mortgage ("Mortgage") dated **April 14, 2025**, is granted in favor of **GreenStone Farm Credit Services, ACA**, a federally chartered association, ("Lender"), whose address is **3515 West Rd., East Lansing, MI 48823** by **DeSaegher Investments, L.L.C., A Michigan Limited Liability Company** and **E.B. Ridge Dairy, LLC, A Michigan Limited Liability Company** ("Borrower"), whose address is **8068 W Buchanan Rd, Middleton, MI 48856-9743**, on the terms and conditions set forth below.

I. DEFINITIONS. The following terms shall have the following meanings when used in this Mortgage:

1. **Property** means the premises situated in the State of Michigan described in the attached Exhibit A, together with: (a) all the estate, title, interest, and rights of Borrower in the premises and all buildings and improvements of every kind and description now or later placed on the premises; (b) all of the rents, profits, and leases of the premises and the tenements, hereditaments, easements, privileges, and appurtenances with respect to the premises; (c) all goods (including furniture, fixtures, equipment, and appliances) and general intangibles now owned or later acquired by Borrower and now or later related to, affixed to, attached to, placed on, or used in any way in connection with the ownership, use, occupancy, or operation of the premises; (d) all of Borrower's rights, title, and interest in, to, and under all present and future land contracts, sales agreements, or option agreements relating to the premises; (e) and all rights to make divisions of the premises that are exempt from the platting requirements of the Michigan Land Division Act, as it is amended.
2. **Borrower** means any person or persons delivering this Mortgage in favor of Lender, and DeSaegher Dairy, Inc., DeSaegher Cattle, L.L.C., KB Dairy, LLC, and De Saegher Energy, LLC.
3. **Person** means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust or unincorporated organization, government or any agency or political subdivision thereof.
4. **Indebtedness** means all loans, advances, and other financial accommodations, including any renewals or extensions, from Lender to Borrower and any and all indebtedness, liabilities, and indebtedness of any kind owing from Borrower to Lender, however incurred or evidenced; whether primary, secondary, contingent, or otherwise; whether arising under a promissory note and any and all extensions, renewals and modifications, this Mortgage or any other security agreements, promissory notes, guaranties, mortgages, leases, letters of credit, or any other instruments, documents, contracts, or agreements executed by Borrower and delivered to Lender, plus all interest, costs, expenses and reasonable attorney fees that may be made or incurred by Lender in the disbursement, administration, or collection of the indebtedness, liabilities, and in the protection, maintenance, and liquidation of any collateral for the indebtedness and any future advances, with interest, made to Borrower by Lender.
5. **Events of Default** means (a) any default with respect to the Indebtedness, including (without limitation) any failure to pay the Indebtedness as and when due, (b) Borrower fails to observe or perform any obligation or

covenant required under this Mortgage or promissory note, (c) a trustee or receiver is appointed for the whole or any part of the Property, (d) the holder of any lien or encumbrance on the Property, other than this Mortgage, commences foreclosure proceedings or other proceedings to enforce its lien or encumbrance, (e) Borrower becomes a debtor in any voluntary or involuntary bankruptcy or insolvency proceeding, and (f) Borrower sells, transfers, conveys, mortgages, or encumbers its interest in the Property.

II. TERMS AND CONDITIONS. For value received, Borrower mortgages and warrants to Lender, and its successors and assigns, the Property and grants to Lender and its successors and assigns a continuing security interest in the Property to secure the timely repayment and performance of the Indebtedness, to have and to hold the Property, with all of the tenements, hereditaments, easements, appurtenances, and other rights and privileges belonging or in any manner now or appertaining, for the use and benefit of Lender on the conditions set forth below.

1. **Future Advances.** On request of Borrower, at Lender's option, before the release of this Mortgage, Lender may make future advances to Borrower. These future advances, and the interest on them, shall be secured by this Mortgage. The payment and performance of all Indebtedness that Borrower now and in the future owes to Lender shall be secured by this Mortgage, regardless of whether any such Indebtedness is not presently intended or contemplated by Lender or Borrower, is unrelated to the Property, or to any financing of the Property by Lender.
2. **Covenant to Pay Indebtedness.** Borrower shall promptly pay and perform all Indebtedness for which it is liable or obligated now or in the future in accordance with the terms. Borrower acknowledges and agrees that this Mortgage shall not be extinguished and that the priority of this Mortgage shall not be altered in any way until a Mortgage discharge has been executed by Lender and recorded in the proper county.
3. **Covenant of Title.** At the time of the execution and delivery of this Mortgage, Borrower is the owner of the Property in fee simple, free of any easements, liens, and encumbrances (other than those easements of record as of the date of this Mortgage; the rights of the public in any part of the Property used or taken for road purposes; and any other mortgages, liens, or encumbrances to which Lender has consented in writing), and will forever warrant and defend its title against any and all other claims. The lien created by this Mortgage is and will be kept as a valid lien on the Property, subject only to these stated exceptions.
4. **Maintenance of Property.** Borrower shall at all times (a) preserve and maintain the Property in good repair and working order and condition, (b) make all necessary improvements and repairs so the value and efficiency of the Property is at all times preserved, and Lender's security is not impaired, (c) not commit or suffer waste of the Property, and (d) promptly pay when due all charges for utilities and other services to the Property. Lender shall have the right to enter on and inspect the Property at all reasonable times. If, on inspection of the Property, Lender reasonably determines that the Property requires repair, maintenance, or care of any kind that Borrower, after notice from Lender, fails to perform, Lender may declare Borrower to be in default under this Mortgage and may, at Lender's option, by its agent, enter, repair, and care for the Property, paying whatever amount as Lender deems appropriate; and all costs incurred by Lender shall be added to the Indebtedness secured by this Mortgage.
5. **Payment of Taxes, Liens, and Insurance.** Borrower shall pay when due all taxes, assessments, and governmental charges levied on the Property and all claims, liens, encumbrances, levies, judgments, and charges that are at any time levied, recorded, placed on, or assessed against the Property and shall promptly deliver to Lender receipts evidencing such payment. Unless Lender and Borrower otherwise agree in writing, Borrower shall pay to Lender with Borrower's payments of principal and interest a pro rata portion of the taxes, assessments, and insurance premiums next to become due, as estimated by Lender, so Lender has sufficient funds on deposit to enable Lender to pay in full all taxes, assessments, and insurance premiums 30 days before the due date. All money so held by Lender may be applied to the Indebtedness after the occurrence of an Event of Default by Borrower.
6. **Tax Refunds.** Borrower grants Lender a security interest in all existing and future tax refunds for the Property under any applicable Farmland and Open Space Preservation Act or Conservation Easements to secure the payment of all property taxes and associated interest, penalties and fees assessed against the Property. Borrower agrees to execute and deliver any documents requested by Lender to evidence and perfect this security interest.
7. **Insurance.** Until the Indebtedness is fully satisfied, Borrower shall keep the Property continuously insured against loss by fire, windstorm, and other hazards, casualties, and contingencies, including vandalism and malicious mischief, in whatever amounts and for whatever periods Lender requires. Borrower shall pay promptly when due all premiums for this insurance and deliver to Lender, on request, receipts showing payment. All insurance shall be carried in companies satisfactory to Lender, and the policies and renewals shall be held by and pledged to Lender as additional security and shall have attached a Lender clause acceptable to Lender, making all losses under the policies payable to Lender or its successors and assigns, as its or their interest may appear. In the event of loss or damage to the Property, Borrower shall give immediate notice in writing by mail to Lender, who may make proof of loss if not made promptly by Borrower. Lender is authorized to settle, adjust

or compromise any claims for loss or damage under any insurance policy. If at any time the Property is identified by the director of the Federal Emergency Management Agency or any other person or entity designated with such responsibility under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973, and the National Flood Insurance Reform Act of 1994, all as amended (collectively, "Flood Act"), as being in a flood hazard area, Borrower shall keep the Property covered by flood insurance in whatever amount Lender requires and in at least the amount required by the Flood Act and all regulations issued under it.

8. Event of Loss, Insurance Proceeds.

A. In the event of a loss, each insurance company concerned is authorized and directed on Lender's request to make payment for the loss, to Borrower and Lender jointly. Provided no Event of Default under this Mortgage, loan documents or any event that with notice or the passage of time would become an Event of Default has occurred and further provided that Lender reasonably determines that sufficient funds are available from insurance proceeds and any funds to be provided by Borrower to repair or restore the Property within a reasonable time and that the repair or restoration is economically feasible, Lender agrees, on Borrower's request, to apply the insurance proceeds to repair or restore the Property, after reimbursement of all costs and expenses of Lender in collecting the proceeds, subject to the following terms and conditions: (i) Lender shall retain all insurance proceeds in a non-interest-bearing escrow account, to be disbursed to pay the costs of repair or restoration in accordance with procedures reasonably established by Lender; (ii) all repair or restoration shall be done by or under the direction of Borrower; shall be in accordance with the approved plans and specifications; shall be in a workmanlike manner free from all defects; shall be in compliance with all applicable statutes, ordinances, rules, and regulations; and shall be completed free of all construction liens except those being contested in good faith by appropriate proceedings and with respect to which Borrower has provided Lender satisfactory security; (iii) Lender shall have the right to inspect all repairs and restoration and, if Lender reasonably determines that any work or materials are not in conformity with the approved plans and specifications or other requirements of subsection ii, to stop the work and order replacement or correction by Borrower; and (iv) all insurance proceeds in excess of the amounts necessary to repair or restore the Property may, at Lender's option, be applied to the Indebtedness (without penalty for prepayment) or to fulfill any other covenant in this Mortgage or any other obligation of Borrower to the Lender or be released to Borrower.

B. If all of the conditions to the use of the insurance proceeds to repair or restore the Property outlined above are not satisfied, Lender, at its option, may apply the insurance proceeds or any part of them first toward the reimbursement of all costs and expenses of Lender in collecting the proceeds and then to the Indebtedness (without any penalty for prepayment), to fulfill any other covenant or any other obligation of Borrower to the Lender, or to the restoration or repair of the Property. Application by Lender of any insurance proceeds to the Indebtedness shall not excuse, extend, or reduce the regularly scheduled payments due. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the Indebtedness, all rights, title, and interest of Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee; and Borrower appoints Lender its attorney-in-fact, in Borrower's name, to assign and transfer all such policies and proceeds to the purchaser or grantee.

9. **Eminent Domain.** If the Property is taken under the power of eminent domain, the entire award or payment in lieu of condemnation, to the full extent of the Indebtedness, shall be paid to Lender. Lender, at its option, may apply the entire award or payment or any part first toward reimbursement of all Lender's costs and expenses in collecting the award or payment and then to the Indebtedness (without any penalty for prepayment), to fulfill any other covenant or any other obligation of Borrower to Lender. Application by Lender of any condemnation award or payment or portion to the Indebtedness shall not excuse, extend, or reduce the regularly scheduled payments due. Lender is empowered in the name of Borrower to receive any such award or payment, whether it is joint or several. However, Lender shall not be held responsible for failure to collect any such award or payment, regardless of the cause of the failure.

10. **Removal of Improvements.** Except for replacement, maintenance, and relocation in the ordinary course of business, Borrower shall not remove from the Property any improvement, accessions, fixtures, machinery, or equipment pertaining to or forming a part of the Property without Lender's prior written consent. All replacements shall be with improvements, fixtures, machinery, and equipment of the same or better quality than those replaced.

11. **Protective Advances.** If an Event of Default occurs as a result of Borrower's failure to fulfill an obligation under this Mortgage, pay any taxes or assessments, preserve the priority of this Mortgage or the value of the Property, to procure and maintain insurance, or to make necessary repairs to the Property, Lender may fulfill the obligation, pay the taxes and assessments, preserve the priority of this Mortgage or the value of the Property, effect the insurance, and make the repairs; and the monies it pays to do so shall be a further lien on the

Property, payable immediately, with interest at the highest rate applicable to the Indebtedness. Lender may make protective advances without curing the Event of Default and without waiving Lender's right of foreclosure or any other right or remedy of Lender under this Mortgage. The exercise of the right to make protective advances pursuant to this section shall be at Lender's option and not obligatory, and Lender shall not be liable in any case for failure to exercise the right or for failure to continue exercising the right once having exercised it.

12. **Compliance with Law.** Borrower will comply promptly with all laws, ordinances, regulations, and orders of all public authorities having jurisdiction over the Property relating to its use, occupancy, and maintenance and shall, on request, promptly submit to Lender evidence of the compliance. Nothing shall be deemed to prohibit Borrower from contesting the enforceability or applicability of any law, ordinance, regulation, or order; however, Lender, in its sole discretion, may require that Borrower comply with any law, ordinance, regulation, or order during the pendency of any contest or appeals. Borrower will not permit the Property or any portion to be used for any unlawful purpose.
13. **Environmental Warranties, Compliance, and Indemnification.** Borrower represents and warrants to Lender that neither Borrower nor any prior lessee, owner, or operator of the Property has violated the Clean Air Act, 42 USC 7401 et seq.; the Clean Water Act, 33 USC 1251 et seq., the Resource Conservation and Recovery Act of 1976, 42 USC 6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC 9601 et seq.; the Hazardous Materials Transportation Act, 49 USC 1801 et seq.; the Solid Waste Disposal Act, 42 USC 6901 et seq.; the Toxic Substances Control Act, 15 USC 2601 et seq.; and the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 et seq., as amended, together with all rules and regulations promulgated by the U.S. Environmental Protection Agency or the Michigan Departments of Natural Resources or Environmental Quality (collectively "Environmental Laws") that concern or affect the Property or any part. Borrower agrees to, at all times, strictly observe and promptly comply with all Environmental Laws. Borrower agrees to notify Lender, no later than 10 days after Borrower's receipt, of any letter, notice, summons, complaint, citation, investigation, or other communication issued by or on behalf of any governmental agency or department or private person regarding any complaint or alleged violation of any Environmental Law concerning the Property. Borrower agrees to indemnify and hold Lender harmless from any losses, costs, suits, harm, liability, and damages of any kind, including reasonable attorney fees, that result from or are related to any violations by Borrower or Borrower's predecessors in title to the Property of any Environmental Laws and agrees that that indemnity shall survive the foreclosure or discharge of this Mortgage and shall continue so long as Lender has any interest in or liability for the Property. Borrower agrees to allow Lender or its agent access to the Property to confirm Borrower's compliance with all Environmental Laws. Any costs paid by Lender for violations of Environmental Laws or to hire an environmental consultant shall be added to the Indebtedness secured by this Mortgage. If Borrower leases the Property or any part, Borrower agrees to specifically provide in any such lease that Lender or its agent shall have access to the leased premises to ensure the lessee's full compliance with all Environmental Laws, and any lessee violation of any Environmental Law shall constitute a violation of Borrower's environmental warranties and agreements under this Mortgage. The provisions of this section shall survive the termination, satisfaction, release, and discharge of this Mortgage or any of the Indebtedness.
14. **Assignment of Rents, Leases, Contracts and Agreements.**
 - A. As additional security for the Indebtedness and performance of the covenants and agreements set forth in this Mortgage, Borrower assigns to Lender and grants Lender a mortgage and security interest in any minerals located in, on, or under the Property; any and all leases of the Property; and all rents, issues, income, royalties and profits derived from the use of the Property or any portion of it, whether due or to become due. These assignments shall run with the land and shall be good and valid against Borrower and all persons claiming by, under, or through Borrower from the date of recording of this Mortgage and shall continue to be operative during foreclosure or any other proceedings taken to enforce this Mortgage. If any foreclosure sale results in a deficiency, the assignments shall continue as security during the foreclosure redemption period. This assignment of rents is given as collateral security only and will not be construed as obligating Lender to perform any of the covenants or undertakings required to be performed by Borrower under any Lease.
 - B. Borrower assigns to Lender, as further security for the Indebtedness, Borrower's interest in all agreements, contracts (including contracts for the lease or sale of the Property or any portion), licenses, permits or any right or privilege other than for agricultural purposes affecting the Property. Except in the ordinary course of business, Borrower shall not cancel or amend any of the agreements, contracts, licenses, or permits assigned by this section or permit any of them to terminate if they are necessary or desirable for the operation of the Property, without first obtaining, on each occasion, Lender's written approval.
15. **Due on Sale.** Lender, in making the loan secured by this Mortgage, is relying on the integrity, representations and warranties of Borrower and its undertaking to maintain the Property. If Borrower should, without Lender's prior written consent, (a) sell, transfer, convey or assign the Property or any right, title or interest in it, whether

legal or equitable; voluntarily or involuntarily; by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest (other than leases to tenants) with a term greater than three years, lease option contract, or any other method of conveyance of real property interests; (b) cause, permit, or suffer any change in the current ownership or management of Borrower; or (c) cause, permit, or suffer any change in the current management and control of the Property or in the degree of control Borrower exercises or is empowered to exercise over the decisions affecting the ownership and operation of the Property as of the date of this Mortgage, then the Lender shall have the right at its sole option to declare all sums secured and then unpaid to be immediately due and payable even if the period for the payment has not then expired. If the ownership of the Property becomes vested in a person other than Borrower (with or without Lender's consent), Lender may deal with the successor or successors in interest with reference to this Mortgage and the Indebtedness in the same manner as with Borrower, without in any manner vitiating, releasing, or discharging Borrower's liability under this Mortgage or for the Indebtedness.

16. **Waste.** Borrower's failure, refusal, or neglect to pay any taxes or assessments levied against the Property or any insurance premiums due on policies of insurance covering the Property will constitute waste and Lender shall have a right to the appointment of a receiver of the Property and of the rents and income from the Property, with whatever powers the Court making the appointment confers. Borrower irrevocably consents to the appointment in that event and agrees that Lender's costs and expenses, including reasonable attorney's fees, incurred in the proceeding shall be added to the Indebtedness secured by this Mortgage. Payment by Lender for and on behalf of Borrower of any delinquent taxes, assessments, or insurance premiums payable by Borrower under the terms of this Mortgage will not cure the default or in any manner impair Lender's right to the appointment of a receiver.
17. **Access to Property.** Lender and every person that Lender authorizes will have the right to enter upon the Property at all reasonable times for the purpose of (a) appraising the Property or any other collateral of the Lender located on the Property, (b) investigating (including but not limited to sampling soil, water and air) whether the Property and activities upon it are in compliance with environmental laws and access laws and whether the Property is a site or source of environmental contamination, or (c) removing or remediating environmental contamination. If, at the time of the appraisal, investigation, assessment, removal or remediation, there shall have occurred and be continuing an event of default, then Borrower shall reimburse Lender on demand for all costs and expenses of the appraisal, investigation, assessment, removal or remediation, together with interest.
18. **Remedies on Default.** Immediately upon the occurrence of an Event of Default under any of the Indebtedness or any loan document relating to the Indebtedness or any default in the performance of any of the covenants, conditions, and agreements in this Mortgage, Lender may, in addition to and not in lieu of or substitution for all other rights and remedies provided by law, take the following actions: (a) Lender may, without notice, except as expressly required by law, declare the entire unpaid and outstanding principal balance of the Indebtedness, and all accrued interest, to be immediately due and payable in full and, at Lender's option, may bring suit for it and take any steps and institute any other proceedings that Lender deems necessary to enforce the Indebtedness and to protect the lien of this Mortgage; (b) on the occurrence of any Event of Default arising out of the existence of any lien on the Property, Lender shall have the right (without being obligated to do so or to continue to do so, without notice to Borrower, to advance on and for the account of Borrower sums Lender in its sole discretion deems necessary to cure the Event of Default, or to induce the holder of any lien to forbear from exercising its rights and the repayment of all advances, with interest at the highest rate applicable to the Indebtedness from the date of each advance, shall be secured by this Mortgage and shall be immediately due and payable without demand; (c) to collect and receive all rents, profits and other amounts that are due or in the future become due under the terms of a lease, land contract, or other agreement, now or in the future in effect, by which the Property or an interest in it then being sold or leased and to exercise every other right or remedy of Borrower under a lease, land contract, other agreement; (d) Lender shall have the right to foreclose this Mortgage and sell the Property at public auction or venue pursuant to MCL 600.3201 et seq., or judicially foreclose this Mortgage under the provisions of MCL 600.3101 et seq., and Borrower agrees to pay all of Lender's costs and expenses, including reasonable attorney's fees, which shall be added to the Indebtedness secured by this Mortgage. Any foreclosure sale may, at the sole discretion and option of Lender, be made en masse or in parcels, any law to the contrary notwithstanding; and Borrower knowingly, voluntarily, and intelligently waives any right to require any foreclosure sale to be made in parcels, or any right to select specific parcels to be sold, and waives and relinquishes all rights and interest provided by applicable State homestead and exemption laws.

The proceeds of any foreclosure sale shall be applied, as Lender elects, to the payment of Lender's collection and other expenses, including reasonable attorney fees, and to the payment of the Indebtedness, with the surplus, if any, to Borrower or Borrower's successor in interest. Commencement of proceedings to foreclose this Mortgage in any manner authorized by law shall be deemed an exercise of Lender's option to accelerate the Indebtedness. After the date on which the maturity of the Indebtedness secured by this Mortgage has been accelerated, Lender's acceptance of any amounts paid by Borrower less than the full unpaid principal balance

of the Indebtedness plus accrued interest, late charges, and Lender's costs and expenses as described in this Mortgage shall not waive the default or acceleration but shall only be credited on the unpaid balance of the Indebtedness unless Lender specifically agrees in writing to waive any default or acceleration.

This Mortgage contains a power of sale and on default may be foreclosed by advertisement. In a foreclosure by advertisement, no hearing is involved, and the only notice required is publication of a foreclosure notice in a local newspaper and posting a copy of the notice on the Property. If this Mortgage is foreclosed by advertisement under the provisions of MCL 600.3201 et seq., Borrower knowingly, voluntarily, and intelligently waives all rights under the constitution and laws of the State of Michigan and the constitution and laws of the United States of America to any notice or hearing in connection with a foreclosure by advertisement except as set forth in the Michigan statute and, if Lender seeks a judicial foreclosure, to any right to a trial or hearing by a jury.

19. **Costs of Legal Proceedings.** Borrower shall pay Lender its reasonable attorney's fees in addition to all other legal costs if Lender becomes a party, either as plaintiff or defendant, to any legal proceedings in relation to the Property or the lien created by this Mortgage; and those sums shall be secured by this Mortgage and be payable at the highest rate applicable to the Indebtedness.
20. **Books and Records.** Borrower covenants and agrees to furnish to Lender promptly certificates of occupancy and whatever other books, records, documents, information, and statements pertaining to Borrower, the Property, the lease of the Property, its operations, and any guarantors that Lender requests. All books, records, and other information provided by Borrower shall be in a form that is acceptable to Lender, and all costs of providing them shall be borne entirely by Borrower.
21. **Security Agreement and Financing Statements.** Borrower shall execute, acknowledge and deliver any further conveyances, documents, mortgages, and assurances that Lender reasonably requires for accomplishing the purposes of this Mortgage, including financing statements required by Lender to protect its interest under the provisions of the Michigan Uniform Commercial Code, as amended, on Lender's written request. On any failure of Borrower to do so, Lender may execute, record, file, rerecord and refile any documents for and in the name of Borrower, and Borrower irrevocably appoints Lender as agent and attorney-in-fact of Borrower for those purposes. This document is intended by the parties to be, and shall be construed as, a security agreement, as that term is defined and used in Article 9 of the Michigan Uniform Commercial Code, as amended, and Borrower grants to Lender a security interest in the portion of the Property for which a security interest may be granted under Article 9 of the Michigan Uniform Commercial Code, as amended, which shall include a security interest in all personalty owned by Borrower, now owned or subsequently acquired, that is or in the future may be physically located on or affixed to the Property described in Exhibit A, regardless of whether the personalty consists of fixtures under Michigan law and a security interest in the proceeds and products of the proceeds of all insurance policies now or later covering any part of the collateral. For purposes of Article 9 of the Michigan Uniform Commercial Code, (a) Borrower is the *debtor*, (b) Lender is the *secured party*, (c) information concerning the security interest created by this Mortgage may be obtained from Lender at its address set forth on page 1, and (d) Borrower's mailing address is that set forth on page 1. This Mortgage is filed as a fixture filing. If there is a default under the Indebtedness of this Mortgage, then Lender, at its option, may enforce this security interest under the Michigan Uniform Commercial Code or other applicable law or may include personalty collateral in foreclosure of this Mortgage.
22. **Non-Lender Liens; Insolvency Proceedings.** Borrower will not cause or permit a mortgage or other lien or encumbrance to be placed on the Property or any interest in it or any rents or profits from it, except in favor of Lender. If any non-lender mortgage foreclosure proceeding or any federal, state, or local tax lien, seizure, levy, forfeiture, or any other lien proceeding is instituted, recorded, or filed against the Property that is not discontinued, reserved for in cash in an amount and manner satisfactory to Lender, or bonded by a company satisfactory to Lender within 30 days after initiation, recording, or filing; if any insolvency or receivership proceedings, either voluntary or involuntary, are instituted by or against Borrower for the liquidation or rehabilitation of Borrower's assets and affairs; or if any criminal proceedings are initiated in which forfeiture of the Property is a potential penalty, Lender may, at its option and without notice, declare the entire Indebtedness to be immediately due and payable and may institute whatever proceedings, including foreclosure of this Mortgage, Lender deems necessary to protect its interest in the Property.
23. **Lien or Liability.** This Mortgage secures an obligation of payment and not of collection, and Borrower agrees that Lender's recourse on this Mortgage shall be immediate at any time after the Indebtedness or any part of it has not been paid when due (whether by acceleration or otherwise) or after Borrower has defaulted or otherwise failed to perform when due any of its Indebtedness, covenants, representations, or warranties to Lender. Lender's rights under this Mortgage shall not be contingent on the exercise or enforcement by Lender of whatever remedies it may have against Borrower or others or on the enforcement of any other lien or realization on any other security or collateral Lender may at any time possess. The Indebtedness of Borrower under this Mortgage shall in no way be affected or impaired by (a) any amendment, alteration, extension,

renewal, waiver, indulgence, or other modification of the Indebtedness; (b) any settlement or compromise in connection with the Indebtedness; (c) any subordination of payments under the Indebtedness to any other debt or claim; (d) any substitution, exchange, release, or other disposition of all or any part of any collateral securing the Indebtedness; (e) releasing all or part of the Property from the lien of this Mortgage without regard to the effect upon junior liens or encumbrances (f) any failure, delay, neglect, act, or omission by Lender to act in connection with the Indebtedness; (g) any advances for the purpose of performing any covenant or agreement of Borrower or curing any breach; or (h) the filing by or against Borrower of bankruptcy, insolvency, reorganization, or other debtor's relief afforded Borrower pursuant to the present or future provisions of the Bankruptcy Code or any other state or federal statute or by the decision of any court. No notice to or demand on Borrower shall be deemed to be a waiver of Borrower's indebtedness or of Lender's right to take further action without notice or demand.

- 24. **Binding Effect.** Until this Mortgage is discharged in full, all of the covenants and conditions shall run with the land, shall be binding on the successors and assigns of Borrower, and shall inure to the benefit of the successors and assigns of Lender. Any reference to "Borrower" or "Lender" shall include their respective successors and assigns.
- 25. **Notices.** All notices, demands, and requests required or permitted to be given to Borrower or by law shall be deemed delivered when deposited in the U.S. mail, with full postage prepaid, addressed to Borrower at the last address of Borrower on the records of Lender.
- 26. **No Waiver.** No waiver by Lender of any right or remedy granted shall affect or extend to any other right or remedy of Lender or affect the subsequent exercise of the same right or remedy by Lender for any further or subsequent Event of Default by Borrower; and all such rights and remedies of Lender are cumulative. Time is of the essence.
- 27. **Severability.** If any provision of this Mortgage conflicts with any statute or rule of law of the State of Michigan or is otherwise unenforceable for any reason, it shall be deemed null and void to the extent of the conflict or unenforceability but shall be deemed separable from and shall not invalidate any other provisions of this Mortgage.
- 28. **Exhibits.** The following exhibits are attached to and made a part of this Mortgage:

Exhibit A-Legal Description of the Property

- 29. **Effective Date.** This Mortgage was signed and delivered by Borrower on the date stated in the first paragraph. An electronic reproduction of this Mortgage shall be valid as if it were the original.

LENDER AND BORROWER EACH IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION, INCLUDING BUT NOT LIMITED TO A CLAIM, COUNTERCLAIM, CROSS-CLAIM OR THIRD-PARTY CLAIM ("CLAIM"), THAT IS BASED UPON, ARISES OUT OF OR RELATES TO THIS MORTGAGE OR THE INDEBTEDNESS, INCLUDING BUT NOT LIMITED TO A CLAIM THAT IS BASED UPON, ARISES OUT OF OR RELATES TO AN ACTION OR INACTION OF LENDER IN CONNECTION WITH ACCELERATION OF THE INDEBTEDNESS OR FORECLOSURE OR OTHER ENFORCEMENT OF THIS MORTGAGE.

See the attached signature addendum for signatures.

EXHIBIT A
LEGAL DESCRIPTION ATTACHMENT

The real estate in the county or counties of **Clinton & Gratiot, Michigan**, referred to in the Mortgage dated **April 14, 2025**, executed by **DeSaegher Investments, L.L.C., A Michigan Limited Liability Company** and **E.B. Ridge Dairy, LLC, A Michigan Limited Liability Company** as Borrower, to **GreenStone Farm Credit Services, ACA**, as Lender, is described as follows:

PARCEL 1

Property located in the Township of Greenbush, Clinton County, Michigan, described as follows:

Commencing 34 rods West of the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 12, T8N, R2W; thence North 40 rods; thence West 12 rods; thence South 40 rods; thence East 12 rods to the Point of Beginning.

PARCEL 2

Property located in the Township of New Haven, Gratiot County, Michigan, described as follows:

Commencing 4.17 chains East of the Southwest corner of the East 1/2 of the Southeast 1/4 of Section 13, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan; thence East 4.85 chains; thence North 4.56 chains; thence West 1.91 chains; thence South 0.56 chains; thence West 2.94 chains; thence South 4 chains to the place of beginning.

PARCEL 3

Property located in the Township of New Haven, Gratiot County, Michigan, described as follows:

A parcel of property located in Section 22, Township 10 North, Range 4 West, commencing 20 rods East of the Northwest corner thereof; thence South 12 rods; thence East to the River STYX drain; thence North along said drain to the highway on the North side of said section; thence West to the point of beginning, all located in Section 22, Township 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan.

PARCEL 4

Property located in the Township of North Star, County of Gratiot, State of Michigan, described as follows:

The East 1/2 of the Northwest 1/4 of Section 27, Town 10 North, Range 2 West, North Star Township, Gratiot County, Michigan.

EXCEPT: Commencing at the Northwest corner of the East 1/2 of the Northwest 1/4, Section 27, Town 10 North, Range 2 West, North Star Township, Gratiot County, Michigan; thence East 433 feet; thence South 303 feet; thence West 433 feet; thence North 303 feet to the point of beginning.

ALSO EXCEPT: The West 16.5 feet of the East 1/2 of the Northwest 1/4, Section 27, Town 10 North, Range 2 West, North Star Township, Gratiot County, Michigan; EXCEPT the North 303 feet thereof. Together with a parcel commencing at a point 16.5 feet East of the Southwest corner of the East 1/2 of the Northwest 1/4; thence North 433 feet; thence Southeasterly to a point on the North-South 1/4 line, located 320 feet North of the East-West 1/4 line; thence South 320 feet; thence West along the East-West 1/4 line to the point of beginning.

PARCEL 5

Property located in the Township of Elba, County of Gratiot, State of Michigan, described as follows:

The Southwest fractional 1/4 of Section 31, Town 9 North, Range 1 West, Elba Township, Gratiot County, Michigan
EXCEPT commencing 890 feet South of the West 1/4 corner thereof; thence South 165 feet; thence East 528 feet; thence North 165 feet; thence West 528 feet to the place of beginning.

PARCEL 6

Property located in the Township of Newark, County of Gratiot, State of Michigan, described as follows:

Part of the East 1/2 of the Northwest 1/4 of Section 21, Town 10 North, Range 3 (Erroneously recorded as Range 2) West, Newark Township, Gratiot County, Michigan, more particularly described as: Beginning at the North ¼ corner of said Section 21; thence North 89°49'27" West along the North line of said Section 21, 1084.80 feet; thence South 00°05'12" West, parallel with the monumented West 1/8 line, 310.00 feet; thence North 89°49'27" West, parallel with the North line of said Section 21, 240.00 feet to the monumented West 1/8 line; thence South 00°05'12" West along the monumented West 1/8 line, 2350.75 feet to the East-West 1/4 line of said Section 21; thence North 89°59'48" East

along the East-West 1/4 line, 1320.77 feet to the Interior 1/4 corner of said Section 21; thence North 00°10'25" East along the North-South 1/4 line of said Section 21, 2656.62 feet to the North 1/4 corner of said Section 21 and the point of beginning.

PARCEL 7

Property located in the Township of Elba, County of Gratiot, State of Michigan, described as follows:

The Southeast 1/4 of the Northeast 1/4 of Section 24, Township 9 North, Range 1 West.

PARCEL 8

Property located in the Township of Elba, County of Gratiot, State of Michigan, described as follows:

The South 1/2 of the Southeast 1/4 of Section 23, Township 9 North, Range 1 West.

PARCEL 9

Property located in the Township of Elba, County of Gratiot, State of Michigan, described as follows:

The Northwest 1/4 of the Northeast 1/4 Section 25, Township 9 North, Range 1 West.

PARCEL 10

Property located in the Township of Elba, County of Gratiot, State of Michigan, described as follows:

The Northeast 1/4 of the Northwest 1/4 Section 25, Township 9 North, Range 1 West.

PARCEL 11

Property located in the Township of Elba, County of Gratiot, State of Michigan, described as follows:

The Northwest 1/4 of the Northwest 1/4 Section 25, Township 9 North, Range 1 West.

PARCEL 12

Property located in the Township of Elba, County of Gratiot, State of Michigan, described as follows:

The Southwest 1/4 of the Northwest 1/4 Section 25, Township 9 North, Range 1 West.

PARCEL 13

Property located in the Township of Elba, County of Gratiot, State of Michigan, described as follows:

The Southeast 1/4 of the Northwest 1/4 Section 25, Township 9 North, Range 1 West.

PARCEL 14

Property located in the Township of Elba, County of Gratiot, State of Michigan, described as follows:

The Northeast 1/4 of the Northeast 1/4 of Section 26, Township 9 North, Range 1 West of Michigan Meridian; EXCEPT Commencing 800 feet South of the Northeast corner of the North 1/4, Section 26, Town 9 North, Range 1 West; thence South 125 feet; thence West 236 feet; thence North 125 feet; thence East 236 feet to the Point of Beginning.

PARCEL 15

Property located in the Township of Elba, County of Gratiot, State of Michigan, described as follows:

The West 1/2 of the Southeast 1/4 of Section 24, Town 9 North, Range 1 West.

Subject to existing easements, highways and restrictions of record.

Tax Parcel ID No(s): For Reference Only:

- 19-090-012-100-020-00. Parcel 1
- 29-09-013-010-10. Parcel 2
- 29-09-022-006-00. Parcel 3
- 29-11-027-004-20. Parcel 4
- 29-03-031-001-00. Parcel 5
- 29-08-021-003-10. Parcel 6
- 29-03-024-005-00. Parcel 7
- 29-03-023-011-00. Parcel 8
- 29-03-025-003-00. Parcel 9
- 29-03-025-004-00. Parcel 10

29-03-025-005-00. Parcel 11
29-03-025-007-00. Parcel 12
29-03-025-006-00. Parcel 13
29-03-026-001-00. Parcel 14
29-03-024-006-00. Parcel 15

Borrower/Mortgagor hereby grants to Lender/Mortgagee a security interest, as security for the payment of all indebtedness of Borrower/Mortgagor to Lender/Mortgagee, in certain property generally described as: all machinery and equipment, all related and/or similar items, and all spare parts, accessories, and tools, together with replacements, additions, and similar machinery equipment hereafter acquired, located on and affixed to the above-described real estate.