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December 4, 1990

Interstate Commerce Commission
ATTN: Mildred Lee
Room 2303
Washington, D.C. 20423

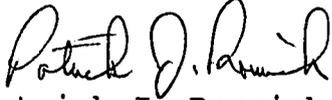
RE: Assignment from Caterpillar Financial Services Corporation to
Pleasant View Farms, Incorporated

Dear Mildred:

Enclosed please find Check No. 2748 in the amount of \$15.00 as the
filing fee for the above referenced assignment.

I apologize for the delay in remitting this fee. If you have any
further questions, please do not hesitate to contact me.

Very truly yours,



Patrick J. Rourick

Encl

lmr

Interstate Commerce Commission
Washington, D.C. 20423

12/18/90

OFFICE OF THE SECRETARY

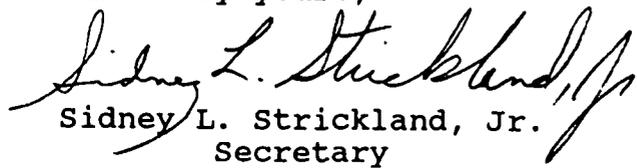
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Patrick J. Rourick
2221/2 West Fourth Street
P.O. Box 505
St Ansgar, Iowa 50472

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/14/90 at 10:50am , and assigned recordation number(s). 15307-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

15807-B

DEC 14 1990 - 10:50 AM

COPY

INTERSTATE COMMERCE COMMISSION
NONRECOURSE ASSIGNMENT

This Nonrecourse Assignment dated as of 10/25, 1990, is between Caterpillar Financial Services Corporation ("Caterpillar") and Pleasant View Farms, Incorporated, a Nebraska Corporation, (Assignee").

Whereas, Vining Enterprises, Inc. ("Purchaser") and Gibbs-Cook Equipment Company ("Seller") have entered into a CAT Installment Sale Contract (Security Agreement) dated as of August 5, 1988 (the "Contract"); and

Whereas, Walter Vining and Randi Vining each entered into a Guaranty of Payment (the "Guaranties") attached hereto in favor of Seller and accepted by Seller on August 5, 1988; and

Whereas, Seller assigned all of its rights and interest in the Contract and Guaranties to Caterpillar pursuant to the Assignment of CAT Installment Sale Contract (Security Agreement) and Guaranty of Payment dated as of August 5, 1988; and

Whereas, the terms of payment of the Contract were modified pursuant to that certain Extension Agreement dated as of July 24, 1990, between Purchaser and Caterpillar.

Now, therefore, in consideration of \$55,169.47, the receipt of which is hereby acknowledged, Caterpillar hereby assigns, transfers and sets over to Assignee, without recourse, representations or warranties of any kind, express or implied, all of Caterpillar's interest in and rights and remedies under the Contract and Guaranties (excluding, however, any warranty disclaimer and any tax indemnity and liability indemnity contained in the Contract), all security interests, and all financial filings including, but not limited to, UCC filings and ICC filings related thereto.

Assignee hereby accepts the assignment set forth above, assumes all of the duties and obligations of Caterpillar under the Contract, and agrees to defend, indemnify and hold Caterpillar harmless from any and all claims, losses, liabilities, demands, suits, judgments and causes of action, and any costs or expenses in connection therewith, including reasonable attorney's fees, resulting from or arising in any manner out of this Nonrecourse Assignment or Assignee's ownership, possession, use, sale or other disposition of the Equipment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Nonrecourse Assignment.

Pleasant View Farms, Incorporated
(Assignee)
BY Richard C. Stelling
TITLE President
DATE 10/25/90

CATERPILLAR FINANCIAL SERVICES CORPORATION
BY [Signature]
TITLE Collection Representative
DATE 10/24/90

CERTIFICATION

STATE OF IOWA)
)ss:
COUNTY OF MITCHELL)

I, Linda M. Rourick, Notary Public in and for the State of Iowa, have compared the foregoing copy with the original and have found that the foregoing is a full, true and correct copy in all respects to the original Nonrecourse Assignment from Caterpillar Financial Services Corporation, Secured Party, Assignor to Pleasant View Farms, Incorporated, Secured Party, Assignee dated October 25, 1990, and regarding Vining Enterprises, Inc., Debtor.

Witness my hand and notarial seal this 13th day of November, 1990.



Linda M. Rourick
Linda M. Rourick