IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

WCF FINANCIAL BANK,
Plaintiff,

vs.

DEREK N. WULF; DRESDEN D. WULF; SHALLOW CREEK LAND AND LIVESTOCK, LLC; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), AS NOMINEE FOR [LENDER — confirm]; NEW CENTURY FS, A DIVISION OF GROWMARK, INC.; U.S. BANK NATIONAL ASSOCIATION dba ELAN FINANCIAL SERVICES; BLACK HAWK COUNTY, IOWA; AND UNKNOWN PERSONS IN POSSESSION,
Defendants.

CASE NO. ____________

VERIFIED PETITION FOR FORECLOSURE OF MORTGAGE, ENFORCEMENT OF SECURITY AGREEMENTS, MONEY JUDGMENT, AND APPLICATION FOR APPOINTMENT OF RECEIVER

(Foreclosure Without Redemption Not Elected)

COMES NOW Plaintiff WCF Financial Bank ("**WCF**" or "**Plaintiff**"), by and through its undersigned counsel, and for its Verified Petition for Foreclosure of Mortgage, Enforcement of Security Agreements, Money Judgment, and Application for Appointment of Receiver, states as follows:

I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiff WCF Financial Bank is an Iowa state-chartered banking corporation with a principal place of business at 401 Fair Meadow Drive, P.O. Box 638, Webster City, Hamilton County, Iowa 50595, and a branch office at 305 First Street West, P.O. Box 289, Independence, Buchanan County, Iowa 50644.

2. Defendant Derek N. Wulf is, on information and belief, an adult resident of Black Hawk County, Iowa.

3. Defendant Dresden D. Wulf is, on information and belief, an adult resident of Black Hawk County, Iowa.

4. Defendants Derek N. Wulf and Dresden D. Wulf are, on information and belief, husband and wife, as reflected in Black Hawk County Recorder Doc. No. 2011-17158.

5. Defendant Shallow Creek Land and Livestock, LLC ("Shallow Creek LLC") is an Iowa limited liability company, with a place of business at 9212 Holmes Road, Hudson, Black Hawk County, Iowa 50643, as reflected in Shallow Creek LLC's Commercial Security Agreement dated November 14, 2023, with WCF Financial Bank.

6. Defendant Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for Lincoln Savings Bank, 242 Tower Park Drive, Waterloo, IA 50701, is named as a defendant by reason of its claim of interest as mortgagee of record under the Mortgage recorded May 26, 2015, as Doc. No. 2015-19082 in the records of the Black Hawk County Recorder, securing an indebtedness in the original principal amount of $196,000.00, due June 1, 2045. Said mortgage is senior in priority to WCF's 2024 Mortgage with respect to Parcel A only.

7. Defendant New Century FS, a Division of GROWMARK, Inc. ("New Century FS"), is named as a defendant by reason of its claim of interest in the Real Estate by virtue of a Mortgage dated November 14, 2024, recorded November 25, 2024, as Doc. No. 2024-23874 in the records of the Black Hawk County Recorder, securing credit of $249,030.19 (consistent with the $242,285.00 promissory note referenced therein, plus $7,000.00 in attorney fees and costs and interest), said mortgage being junior and inferior to WCF's 2024 Mortgage.

8. Defendant U.S. Bank National Association d/b/a Elan Financial Services is named as a defendant by reason of a judgment entered on January 8, 2026, in Black Hawk County District Court Case No. LACV155096, against Defendant Derek Wulf in the amount of $20,691.43 plus costs, said judgment lien being junior to WCF's mortgage liens.

9. Defendant Black Hawk County, Iowa, is named as a defendant by reason of its claim of interest in the Real Estate for unpaid second-half 2024 real estate taxes, said claim being prior to the lien of WCF's 2024 Mortgage only to the extent of any then-unpaid taxes lawfully assessed against the Real Estate.

10. Defendants Unknown Persons in Possession are joined pursuant to Iowa R. Civ. P. 1.305 and 1.306 to bar all parties claiming any right, title, or interest in or to the Real Estate or the Personal Property Collateral by, through, or under any of the named Defendants, or otherwise.

11. Subject matter jurisdiction is proper in this Court. Personal jurisdiction is proper as to each individual Defendant by reason of Iowa residence and as to Shallow Creek LLC by reason of its formation in Iowa and the location of its operations and collateral in Iowa.

12. Venue is proper in Black Hawk County, Iowa, pursuant to Iowa Code § 654.3, because the mortgaged Real Estate is situated in Black Hawk County, Iowa, and pursuant to Iowa Code § 616.17, because a substantial part of the events giving rise to this action and the location of the Personal Property Collateral are in Black Hawk County.

II. THE LOAN RELATIONSHIPS

A. The Wulf Personal Loans

13. Defendants Derek N. Wulf and Dresden D. Wulf (collectively, "Wulf Borrowers") are obligors on five (5) promissory notes payable to WCF, identified by Loan Numbers **211881, 211884, 212151, 212154, and 212497** (collectively, the "Wulf Notes"). Original principal amounts, dates of execution, modifications, interest rates, and current balances are set forth in *Exhibit A (loan schedule — to be attached)* and the Wulf Notes are attached collectively hereto as *Exhibit B*. The Wulf Notes were executed on or about February 3, 2023 (Loans 211881 and 211884), May 17, 2023 (Loans 212151 and 212154), and January 11, 2024 (Loan 212497), as the same have been modified by Commercial Debt Modification Agreements of the dates set forth in *Exhibit B*.

B. The 2024 Open-End Mortgage

14. On January 11, 2024, the Wulf Borrowers executed and delivered to WCF an Open-End Mortgage encumbering the Real Estate described below (the "2024 Mortgage"), filed with the Black Hawk County Recorder on January 16, 2024, as Doc. No. 2024-9004. The 2024 Mortgage states it secures credit in the amount of $839,000.00 and contains future-advance and dragnet language extending the security to all present and future obligations of the Wulf Borrowers to WCF, whether or not specifically referenced in the security instrument. A true and correct copy of the 2024 Mortgage is attached hereto as Exhibit C.

15. The 2024 Mortgage secures, without limitation, the Wulf Notes; obligations of the Wulf Borrowers as guarantors of Shallow Creek LLC indebtedness as set forth below; and all present and future obligations of the Wulf Borrowers to WCF.

C. The Shallow Creek LLC Loans

16. Shallow Creek LLC is the obligor on fifteen (15) promissory notes payable to WCF, identified by Loan Numbers **211872, 211875, 212391MN, 212394, 212400, 212406, 212409, 212412, 212415, 212418, 212421, 212451, 212612, 212633, and 212840** (collectively, the "LLC Notes"). The LLC Notes were executed on dates ranging from February 3, 2023, through May 29, 2024, and have been modified by various Commercial Debt Modification Agreements as set forth in *Exhibit D*. Original principal amounts, modification dates, interest rates, and current balances are set forth in *Exhibit E*.

17. In addition to the LLC Notes, Shallow Creek LLC is indebted to WCF in the principal amount of $584,356.71 on a charged-off Shallow Creek checking-account overdraft balance, which WCF charged off as of November 24, 2025 (the "Charged-Off OD Balance"). The Charged-Off OD Balance is a contractual obligation of Shallow Creek LLC to WCF and is secured by the LLC Security Agreements as part of the "Secured Debts" defined therein, which the LLC Security Agreements expressly extend to "all present and future debts" of Debtor to WCF. True and correct copies of the account statements and account summary supporting the Charged-Off OD Balance are attached hereto as Exhibit F.

D. The Shallow Creek Commercial Security Agreements

18. As security for the LLC Notes and additional indebtedness, Shallow Creek LLC executed and delivered to WCF Commercial Security Agreements dated February 3, 2023, November 14, 2023, and March 21, 2024 (Wolters Kluwer / Bankers Systems form SA-BUS-IA 1/1/2017) (collectively, the "LLC Security Agreements"), granting WCF a continuing security interest in substantially all personal property of Shallow Creek LLC, including without limitation accounts and other rights to payment; inventory; equipment (including farm machinery and equipment); instruments and chattel paper; general intangibles; documents of title; farm products and supplies (including all poultry and livestock and their young, along with their produce, products, and replacements; all crops and products of the crops; and all feed, seed, fertilizer, medicines, and supplies used or produced in farming operations); government payments and programs; investment property; deposit accounts; and all proceeds and products thereof (collectively, the "LLC Collateral"). The LLC Security Agreements provide, among other things, that "Secured Party has the right of reasonable access to inspect the Property, including the right to require

Debtor to assemble and make the Property available to Secured Party." True and correct copies of the LLC Security Agreements are attached hereto as Exhibit G.

19. WCF perfected its security interest in the LLC Collateral by filing UCC-1 financing statements with the Iowa Secretary of State. The UCC-1 financing statements are attached hereto as Exhibit H.

E. Wulf Personal Security Agreement

20. On February 3, 2023, Defendants Derek N. Wulf and Dresden D. Wulf, individually, executed and delivered to WCF a Commercial Security Agreement (Wolters Kluwer / Bankers Systems form SA-BUS-IA 1/1/2017) (the "Wulf Security Agreement"), granting WCF a continuing security interest in substantially all personal property of the Wulf Borrowers, including without limitation accounts and other rights to payment; inventory; equipment (including farm machinery and equipment); instruments and chattel paper; general intangibles; documents of title; farm products and supplies (including all poultry and livestock and their young, along with their produce, products, and replacements; all crops; and all feed, seed, fertilizer, medicines, and supplies used or produced in farming operations); government payments and programs; investment property; and all proceeds and products thereof (collectively, the "Wulf Personal Collateral"). The Wulf Security Agreement provides, among other things, that "Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party." A true and correct copy of the Wulf Security Agreement is attached hereto as Exhibit I.

F. Personal Guaranties

21. On February 3, 2023, Defendants Derek N. Wulf and Dresden D. Wulf each executed and delivered to WCF a Guaranty (Bankers Systems form M-240 9/7/2005), absolutely and unconditionally guaranteeing payment of all present and future indebtedness of Shallow Creek LLC to WCF, in unlimited amount and on a continuing basis until written revocation. On November 14, 2023, Defendant Dresden D. Wulf executed and delivered to WCF an additional Guaranty (same form), in unlimited amount and on a continuing basis. The foregoing Guaranties of the Wulf Defendants are referred to herein collectively as the "Guaranties" and true and correct copies are attached hereto as Exhibit J. The Guaranties referenced in this Petition are

limited to those executed by named Defendants in this action; the rights of WCF as against any non-party guarantor are reserved.

G. LSB Assignment

22. On February 3, 2023, Lincoln Savings Bank ("LSB") and WCF executed an Assignment Agreement, the scope of which is set forth in the Assignment Agreement itself and which is attached hereto as Exhibit K. WCF is the holder of, and is entitled to enforce, all rights so assigned.

III. REAL ESTATE COLLATERAL

23. The 2024 Mortgage encumbers the following real estate, which is more particularly described as follows (the "Real Estate"):

> Parcel "A" of Plat of Survey Doc. No. 2005-25732, being that part of the North Fractional Half of the Northeast Fractional Quarter of Section 2, Township 87 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa.

24. The Real Estate has a property address of 9212 Holmes Road, Hudson, Iowa 50643, with Parcel No. 87-14-02-226-003.

25. The Real Estate is "agricultural land" as that term is defined in Iowa Code § 9H.1, and is "used for farming" within the meaning of Iowa Code § 9H.1(11). The Real Estate also includes a one- or two-family dwelling that is the residence of Defendants Derek N. Wulf and Dresden D. Wulf within the meaning of Iowa Code § 654.4B(2). Accordingly, the statutory notices required for both agricultural-land foreclosure (Iowa Code §§ 654.2A, 654.2C, and 654A.6) and for owner-occupied 1- or 2-family residential foreclosure (Iowa Code § 654.4B(2) — counseling and mediation availability) apply to this action.

IV. STATUTORY PREREQUISITES

A. Mandatory Mediation — Iowa Code §§ 654A.6 and 654.2C

26. On or about December 18, 2025, WCF, through undersigned counsel, filed a Request for Mandatory Mediation with the Iowa Mediation Service pursuant to Iowa Code § 654A.6, and thereafter received Mediation Release No. FM-121825-P-3. The Cover Letter to the Iowa

Mediation Service, the Iowa Mediation Service Form, the certified mailing receipts to the Iowa Mediation Service, the Wulf Borrowers, and Shallow Creek LLC, and Mediation Release No. FM-121825-P-3, are attached hereto as Exhibit L. WCF is therefore entitled to proceed with this action pursuant to Iowa Code §§ 654A.6 and 654.2C.

B. Notice of Right to Cure — Iowa Code §§ 654.2A and 654.2B

27. By letters dated December 16, 2025, sent by certified mail on or about December 18, 2025, WCF, through undersigned counsel, served separate Notices of Default and Right to Cure on Defendant Derek N. Wulf, on Defendant Dresden D. Wulf, and on Defendant Shallow Creek LLC, conforming to the requirements of Iowa Code §§ 654.2A and 654.2B (collectively, the "Right-to-Cure Notice"). True and correct copies of the Right-to-Cure Notice and certified-mailing receipts are attached hereto as Exhibit M. More than forty-five (45) days have elapsed since service of the Right-to-Cure Notice, and Defendants have failed to cure the default within the cure period prescribed by Iowa Code § 654.2A.

C. Fourteen-Day Demand for Payment — Iowa Code § 654.4B(1)

28. On April 14, 2026, after expiration of the § 654.2A cure period and after WCF's receipt of Mediation Release No. FM-121825-P-3, WCF, through undersigned counsel, served upon Defendants' counsel Grant A. Woodard and Brian Lalor of Wandro / Kanne & Lalor, 2015 Grand Avenue, Suite 102, Des Moines, Iowa 50312, by email and otherwise, a Final Notice and Demand for Payment of the accelerated balance pursuant to Iowa Code § 654.4B(1) (the "Final Notice and Demand"). A true and correct copy of the Final Notice and Demand and proof of service is attached hereto as Exhibit N. More than fourteen (14) days have elapsed since service of the Final Notice and Demand, and Defendants have failed to pay the accelerated balance. Accordingly, WCF is entitled to recover its reasonable attorney fees on the accelerated balance pursuant to Iowa Code §§ 625.22 and 625.25.

D. Counseling and Mediation Availability — Iowa Code § 654.4B(2)

29. Because the Real Estate includes a one- or two-family dwelling that is the residence of the Wulf Borrowers within the meaning of Iowa Code § 654.4B(2), on May 4th , 2026, WCF, through undersigned counsel, mailed by ordinary U.S. mail to Defendant Derek N. Wulf and to Defendant Dresden D. Wulf, separately at 9212 Holmes Road, Hudson, Iowa 50643, the Mortgage Mediation Notice prescribed by the Iowa Attorney General (the Iowa Mortgage Help

notice required by Iowa Code § 654.4B(2)), together with transmittal letters of the same date. True and correct copies of the transmittal letters, the prescribed Mortgage Mediation Notice, and proofs of mailing are attached hereto as Exhibit O. In addition, a copy of the prescribed Mortgage Mediation Notice is being served on each of the Wulf Borrowers with the original notice and this Petition, as required by Iowa Code § 654.4B(2).

V. DEFAULT AND ACCELERATION

30. The Wulf Borrowers and Shallow Creek LLC are in default under the Wulf Notes, the LLC Notes, the 2024 Mortgage, the LLC Security Agreements, the Wulf Security Agreement, and the Guaranties by reason of, among other things:

a. Failure to make payments of principal and/or interest as and when due under the Wulf Notes and the LLC Notes;

b. Failure to pay real estate taxes when due, including the second-half 2024 real estate taxes assessed against the Real Estate ($1,670.00, originally due March 31, 2026), in violation of the 2024 Mortgage;

c. Failure to deliver to WCF current financial information as required by the loan documents;

d. Failure to remit to WCF proceeds of livestock sales constituting WCF's collateral, including without limitation a Tyson Foods, Inc. check dated April 18, 2026, in the amount of $19,189.62, made payable jointly to the Borrowers and WCF, which was withheld from WCF until on or about May 5, 2026—weeks after issuance and after WCF's April 14, 2026 Final Notice and Demand—and which, when finally tendered, was applied to principal of LLC Loan No. 212394 without curing the underlying defaults; all in violation of the LLC Security Agreements and the Wulf Security Agreement;

e. Disposition of WCF's collateral outside of the ordinary course of business and without remittance of proceeds to WCF; and

f. Such other defaults as are set forth in the Right-to-Cure Notice and the Final Notice and Demand.

31. By reason of the foregoing defaults and pursuant to the acceleration provisions of the Wulf Notes, the LLC Notes, the 2024 Mortgage, the LLC Security Agreements, the Wulf Security Agreement, and the Guaranties, WCF has accelerated the entire unpaid balance of the secured obligations and declared the same immediately due and payable in full.

32. As of May 1, 2026, the unpaid balance owing on the Wulf Notes and the LLC Notes is set forth in Exhibits A and Exhibit E (subject to additional accruing interest, late charges, advances, and attorney fees).

VI. PRIORITY OF LIENS

33. The MERS mortgage referenced in Paragraph 6 above is senior in priority to WCF's 2024 Mortgage with respect to Parcel A only.

34. Subject to the senior MERS mortgage and to current real estate taxes lawfully assessed, the 2024 Mortgage constitutes a first and prior lien upon the Real Estate, superior to any right, title, claim, or interest of any other Defendant, including without limitation New Century FS, U.S. Bank dba Elan Financial Services, and Unknown Persons in Possession.

35. WCF's perfected security interest in the LLC Collateral and the Wulf Personal Collateral, evidenced by the LLC Security Agreements, the Wulf Security Agreement, and the UCC-1 financing statements, is senior in priority to the claim of any other Defendant in such collateral.

COUNT I — FORECLOSURE OF 2024 MORTGAGE IN REM

35. WCF incorporates by reference each and every allegation contained in Paragraphs 1 through 35 above as if fully set forth herein.

37. WCF brings this Count I against the Real Estate in rem only.

38. WCF is entitled to a decree foreclosing the 2024 Mortgage against the Real Estate; ordering sale of the Real Estate by Special Execution; and applying the proceeds first to the costs of this action, including reasonable attorney fees pursuant to Iowa Code §§ 625.22 and 625.25 and the express terms of the 2024 Mortgage; second, to current real estate taxes; third, to the senior MERS mortgage as to Parcel A; fourth, to the indebtedness owing on the Wulf Notes (and, by virtue of the dragnet provision, to any indebtedness of the Wulf Borrowers under the

Guaranties); and the balance, if any, to such Defendants as the Court shall determine in the order of priority established by law.

39. WCF does NOT elect foreclosure without redemption pursuant to Iowa Code § 654.20, and the period of redemption shall be that prescribed by Iowa Code Chapter 628, including any applicable reduction for agricultural land where deficiency is waived.

COUNT II — IN PERSONAM JUDGMENT ON WULF NOTES

39. WCF incorporates by reference each and every allegation contained in Paragraphs 1 through 39 above as if fully set forth herein.

41. The Wulf Borrowers are personally liable for the indebtedness evidenced by the Wulf Notes by reason of their execution thereof.

42. WCF is entitled to a personal money judgment against Defendants Derek N. Wulf and Dresden D. Wulf, jointly and severally, in the full amount of the unpaid balance of the Wulf Notes, plus accrued and accruing interest, late charges, advances, costs, and reasonable attorney fees pursuant to Iowa Code §§ 625.22 and 625.25.

COUNT III — ENFORCEMENT OF WULF SECURITY AGREEMENT AND RESERVATION OF UCC RIGHTS

42. WCF incorporates by reference each and every allegation contained in Paragraphs 1 through 42 above as if fully set forth herein.

44. WCF holds a perfected, first-priority security interest in the Wulf Personal Collateral pursuant to the Wulf Security Agreement.

45. On January 14, 2026, WCF, through undersigned counsel, served upon non-parties Petty (the "Pettys") a written demand for cattle proceeds, by certified mail, with the certified mail receipt signed and returned on January 17, 2026.

46. On or about March 6, 2026, WCF, through undersigned counsel, served upon Defendant Derek N. Wulf a Notice of Intent to Enter Property and Repossess Secured Collateral, satisfying the ten-day notice provision of the Wulf Security Agreement dated February 3, 2023, and consistent with WCF's rights under Iowa Code §§ 554.9609, 554.9610, 554.9611, and 554.9612.

True and correct copies of the Notice of Intent and the January 14, 2026 demand letter to the Pettys, with proofs of service, are attached hereto as Exhibit P.

47. WCF expressly reserves all rights and remedies available to it under Iowa Code Chapter 554, Article 9, including without limitation its rights under §§ 554.9601 (judicial enforcement), 554.9609 (right to take possession), and 554.9610 (disposition of collateral), with respect to the Wulf Personal Collateral. The pursuit of foreclosure of the 2024 Mortgage and other relief in this action shall not constitute an election of remedies precluding WCF from pursuing its rights and remedies as to the Wulf Personal Collateral, all of which are cumulative.

COUNT IV — FORECLOSURE OF LLC NOTES AND LLC SECURITY AGREEMENTS

47. WCF incorporates by reference each and every allegation contained in Paragraphs 1 through 47 above as if fully set forth herein.

49. Shallow Creek LLC is personally liable for the indebtedness evidenced by the LLC Notes by reason of its execution thereof.

50. WCF is entitled to a personal money judgment against Defendant Shallow Creek Land and Livestock, LLC, in the full amount of the unpaid balance of the LLC Notes and the Charged-Off OD Balance ($584,356.71 as of November 24, 2025), plus accrued and accruing interest, late charges, advances, costs, and reasonable attorney fees pursuant to Iowa Code §§ 625.22 and 625.25.

51. WCF holds a perfected, first-priority security interest in the LLC Collateral pursuant to the LLC Security Agreements.

52. WCF is entitled to a decree foreclosing the LLC Security Agreements against the LLC Collateral, ordering disposition of the LLC Collateral by judicial sale or such other manner as the Court determines, and reserving all rights of WCF under Iowa Code §§ 554.9601, 554.9609, 554.9610, 554.9615, and 554.9617, all of which are cumulative.

COUNT V — IN PERSONAM JUDGMENT ON PERSONAL GUARANTIES

52. WCF incorporates by reference each and every allegation contained in Paragraphs 1 through 52 above as if fully set forth herein.

54. Pursuant to the Guaranties, Defendants Derek N. Wulf and Dresden D. Wulf personally and unconditionally guaranteed the indebtedness of Shallow Creek LLC to WCF.

55. WCF has demanded payment of the guaranteed indebtedness from the Wulf Borrowers; the Wulf Borrowers have failed and refused to pay; and the Wulf Borrowers are in breach of the Guaranties.

56. WCF is entitled to a personal money judgment against Defendants Derek N. Wulf and Dresden D. Wulf, jointly and severally, in the full amount of the unpaid balance of the LLC Notes, plus accrued and accruing interest, late charges, advances, costs, and reasonable attorney fees pursuant to the Guaranties and Iowa Code §§ 625.22 and 625.25.

COUNT VI — APPLICATION FOR APPOINTMENT OF RECEIVER UNDER IOWA CODE § 680.1

57. WCF incorporates by reference each and every allegation contained in Paragraphs 1 through 56 above as if fully set forth herein.

58. Pursuant to Iowa Code § 680.1, this Court is authorized to appoint a receiver to take charge of and control property that is the subject of this action where (a) WCF shows a probable right to or interest in the property, and (b) the property or its rents or profits are in danger of being lost or materially injured or impaired.

59. WCF has a probable right to and interest in the Real Estate, the Wulf Personal Collateral, and the LLC Collateral by virtue of the 2024 Mortgage, the Wulf Security Agreement, and the LLC Security Agreements, all of which are valid, properly perfected, and senior to the claims of all Defendants other than as expressly set forth herein.

60. The Personal Property Collateral — including without limitation livestock (cattle and hogs), grain, feed, machinery, equipment, and the proceeds thereof — is presently in danger of being lost or materially injured or impaired, as evidenced by:

a. The fungible, perishable, and mobile nature of the collateral, particularly livestock and grain, which can be readily moved, sold, or consumed without WCF's knowledge;

b. Defendants' failure to remit to WCF the proceeds of WCF-collateral livestock sales, including without limitation a Tyson Foods, Inc. check dated April 18, 2026, in the amount of $19,189.62, made payable jointly to Borrowers and WCF and not delivered to WCF until on or about May 5, 2026, in which WCF holds a direct property interest as a joint payee;

c. Defendants' silence and lack of communication with WCF and its counsel for an extended period preceding the filing of this action;

d. Defendants' failure to pay real estate taxes when due, evidencing inability or unwillingness to maintain the secured property;

e. The presence of WCF's livestock collateral at multiple third-party locations (including without limitation Haywoods, Jills, and Malcolm), creating risk of unauthorized disposition or loss of identification;

f. The pending criminal investigation by the Black Hawk County Attorney's Office concerning the disposition of WCF's collateral; and

g. Defendants' failure to deliver current financial information, depriving WCF of the means to verify the existence and condition of the collateral; and

h. The contractual right of WCF under the Wulf Security Agreement and the LLC Security Agreements "to require Debtor to assemble and make the Property available to Secured Party," paralleling the assemble-and-make-available right under Iowa Code § 554.9609(c), which the appointment of a receiver is necessary to effectuate where Defendants are reasonably anticipated to refuse compliance.

61. The interests of WCF and the Defendants will be promoted by the appointment of a receiver to take possession of the Real Estate, the Wulf Personal Collateral, and the LLC Collateral, to operate or wind down the agricultural operation as the receiver determines is in the best interests of the secured property, and to preserve and dispose of the collateral in an orderly manner under the supervision of this Court.

62. WCF requests that the Court appoint Hertz Farm Management, Inc., as receiver. Hertz Farm Management is a professional farm-management company that has been monitoring the agricultural operation and the collateral pursuant to its existing relationship with WCF; possesses the operational capability to take possession of livestock, grain, machinery, and equipment, and to operate or liquidate a farming operation; and has indicated its willingness to accept appointment as receiver upon court order. A consent or affidavit of Hertz Farm Management is attached hereto as Exhibit Q.

63. WCF requests that the receiver be vested with the powers set forth in Iowa Code § 680.4, including without limitation the power to:

a. Take and keep possession of the Real Estate and all Personal Property Collateral, wherever located, including without limitation at the home place at 9212 Holmes Road, Hudson, Iowa, and at the third-party locations identified above (Haywoods, Jills, Malcolm) and elsewhere;

b. Operate the agricultural operation pending sale, or wind down and liquidate the operation, as the receiver determines is in the best interests of the secured property;

c. Collect, receive, and receipt for all rents, profits, accounts receivable, livestock and grain sale proceeds, and other income generated by or attributable to the collateral, including without limitation outstanding amounts owing from Tyson Foods, Inc., and other livestock and grain buyers;

d. Sell, lease, or otherwise dispose of the Personal Property Collateral in commercially reasonable manner pursuant to Iowa Code §§ 554.9610 and 554.9615;

e. Pay reasonable expenses of the receivership, including feed, veterinary, transportation, storage, insurance, and similar operational costs, from receivership funds;

f. Engage agents, contractors, transportation services, and counsel as necessary;

g. Bring and defend such actions as are necessary to recover, preserve, or dispose of the secured property; and

h. Request and receive the assistance of any peace officer in Iowa as necessary to effect the receiver's lawful exercise of these powers.

64. In light of the demonstrated risk of loss of the Personal Property Collateral, WCF requests that this Court set this Application for hearing on shortened notice as authorized by Iowa Code § 680.1, and grant the Application without delay.

65. WCF requests that the bond required of the receiver under Iowa Code § 680.3 be set in such amount as the Court determines is appropriate, taking into account the secured nature of the property, the receiver's professional standing, and the receiver's fee structure (which fees and expenses WCF is willing to advance subject to taxation as costs).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff WCF Financial Bank respectfully prays that this Court enter judgment against the above-named Defendants and grant the following relief:

A. A judgment in rem against the Real Estate in the full amount of the unpaid balance of the Wulf Notes and any other obligations secured by the 2024 Mortgage, together with all accrued and accruing interest, late charges, advances, real estate taxes paid by WCF, costs, and reasonable attorney fees;

B. A decree foreclosing the 2024 Mortgage against the Real Estate, and barring all rights, claims, and equities of redemption of the Defendants and all persons claiming by, through, or under them, except as expressly preserved by Iowa Code Chapter 628;

C. A determination and decree that the 2024 Mortgage constitutes a first and prior lien upon the Real Estate (subject only to the senior MERS mortgage as to Parcel A and current real estate taxes), superior to any right, title, claim, or interest of any other Defendant;

D. An order directing the issuance of a Special Execution and sale of the Real Estate by the Sheriff of Black Hawk County, Iowa, and the application of the proceeds in the order set forth herein;

E. A personal money judgment against Defendants Derek N. Wulf and Dresden D. Wulf, jointly and severally, in the full amount of the unpaid balance of the Wulf Notes (Count II), together with all accrued and accruing interest, late charges, advances, costs, and reasonable attorney fees;

F. A personal money judgment against Defendant Shallow Creek Land and Livestock, LLC, in the full amount of the unpaid balance of the LLC Notes and the Charged-Off OD Balance of $584,356.71 (Count IV), together with all accrued and accruing interest, late charges, advances, costs, and reasonable attorney fees;

G. A decree foreclosing the LLC Security Agreements against the LLC Collateral and reserving all of WCF's cumulative rights and remedies under Iowa Code Chapter 554, Article 9 (Count IV);

H. A personal money judgment against Defendants Derek N. Wulf and Dresden D. Wulf, jointly and severally, on the Guaranties in the full amount of the unpaid balance of the LLC Notes (Count V), together with all accrued and accruing interest, late charges, advances, costs, and reasonable attorney fees;

I. An order recognizing and reserving WCF's rights and remedies in the Wulf Personal Collateral pursuant to Iowa Code §§ 554.9601, 554.9609, and 554.9610, including the right to pursue judicial enforcement, self-help repossession, and disposition outside of this proceeding without election of remedies (Count III);

J. An order appointing Hertz Farm Management, Inc., as receiver pursuant to Iowa Code §§ 680.1 and 680.4 with the powers and authority set forth in Count VI, on shortened notice if the Court so determines (Count VI);

K. An award of reasonable attorney fees on the accelerated balance pursuant to Iowa Code §§ 625.22 and 625.25 and the express terms of the loan documents;

L. An award of costs of this action and post-judgment interest at the rate set forth in the Notes or as provided by law;

M. A deficiency judgment against the parties personally liable in such amount as may remain unpaid after the proceeds of sale and other recoveries are applied; and

N. Such other and further relief as the Court deems just and equitable under the circumstances.

Respectfully submitted,

LANGE & McMAHON, P.L.C.

By: ______________________
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ATTORNEYS FOR PLAINTIFF

VERIFICATION

STATE OF IOWA)
) ss.
COUNTY OF Hamilton)

Timothy Kluender being first duly sworn upon oath, deposes and states that he is an officer of WCF Financial Bank with authority to make this Verification on its behalf; that he has read the foregoing Verified Petition and is familiar with the contents thereof; and that the factual statements set forth therein are true and correct to the best of his knowledge, information, and belief.

______________________ Pres/CEO
TIMOTHY KLUENDER, PRESIDENT/CEO

KAYLA ELIZABETH KEPLER
Commission Number 834850
My Commission Expires
October 4, 2027

Subscribed and sworn before me this 12th day of May, 2026.

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Notary Public in and for the State of Iowa