8-d
Rev 2/92

After recording return to:
PETOSA, PETOSA, BOECKER & NERVIG
4400 WESTOWN PARKWAY
REGENCY WEST 7 • SUITE 400
WEST DES MOINES, IOWA 50266-6752
(515) 222-9400

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

CERTIFICATE OF TRUE COPY

I do hereby certify that the attached copy of sixteen pages of documents in the case No. I-90-00413-C of ROGER LOUIS HEISERMAN and MARJORIE JEAN HEISERMAN dba Heiserman Shell Service,

debtor(s), have been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in the office of the Clerk of this Court.

In testimony whereof I have hereunto set my hand this 2nd day of October, 1992.

Barbara A. Everly
Clerk, Bankruptcy Court
Northern District of Iowa

By: Marie L. Richards
MARIE L. RICHARDS
Deputy Clerk

(Seal of the U. S. Bankruptcy Court)

Release re Agmt 173
For Extension, See Book 11/25/93
Page 185

FILE No. 238-1576
RECORDING FEE $ 85.00
TRANSFER FEE $

FILED FOR RECORD THE 18 DAY OF Nov, 19 92 AT 11:40 O'CLOCK A. M. BOOK 3 PAGE 184

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

APR 04 1990
FILING FEE PAID 4-4-9
BARBARA A. EVERLY, CLERK

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:	: BANKRUPTCY NO. L-90-00413-C (Chapter 7)
ROGER LOUIS HEISERMAN MARJORIE JEAN HEISERMAN,	:
Debtors. CONTESTED NUMBER 8525	: MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND REQUEST FOR ADEQUATE PROTECTION

COMES NOW, Statesman Bank for Savings, FSB f/k/a Peoples Federal Savings & Loan Association (hereinafter referred to as "Creditor") by and through its attorney, Mark V. Hanson of the law firm of Whitfield, Musgrave & Eddy, 1300 First Interstate Bank Building, Des Moines, Iowa 50309, and hereby moves the Court to enter an Order for Relief From the Automatic Stay or, in the alternative, for Adequate Protection against the Debtors and all other parties in interest, and in support thereof respectfully states the following:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1334 and 11 U.S.C. § 362.

2. Creditor is, and has been at all times mentioned, a federal corporation organized and existing under the laws of the United States of America, and is authorized to and does transact business in the state of Iowa, with its principal place of business in Waterloo, Black Hawk County, Iowa.

3. Debtors filed an original Petition under Chapter 7 of the Bankruptcy Reform Act of 1978 (Title 11 U.S.C.) on March 9, 1990.

4. Pursuant to the provisions of 11 U.S.C. § 362(a), the filing of Debtors' Petition operated as an Automatic Stay

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against the Creditor's rights as a secured Creditor to proceed against the Debtors.

5. Prior to the filing of said Petition, on April 22, 1983, Debtors executed a Mortgage Note (hereinafter referred to as the "Mortgage Note") in favor of Creditor wherein Debtors agreed to borrow and pay back the sum of Thirty-Nine Thousand and 00/100ths Dollars ($39,000.00) plus interest and other amounts as set forth in the Mortgage Note. A true and accurate copy of the Mortgage Note is attached hereto, marked Exhibit "A", and by this reference made a part hereof.

6. As security for Debtors' obligations under Mortgage Note, Debtors granted to Creditor a security interest in the form of a Real Estate Mortgage upon certain real estate located in Delaware County, Iowa. Said security interest and lien arise under and evidenced by that certain Real Estate Mortgage dated April 22, 1983 between the Debtors as Mortgagors and Creditor as Mortgagee. A true and accurate copy of said Real Estate Mortgage is attached hereto, marked Exhibit "B", and by this reference made a part hereof.

7. Creditor has perfected its security interest in the real estate stated above by the recording of said Real Estate Mortgage in the office of the Delaware County Recorder on April 22, 1983 at 4:20 p.m., being recorded in Book 17, Page 156.

8. Prior to the filing of said Petition, on March 9, 1990, Debtors executed a Consumer Credit Note (hereinafter referred to as the "Consumer Note") in favor of Creditor wherein Debtors agreed to borrow and pay back the sum of Three

Thousand Two Hundred Sixty-Eight and 59/100ths Dollars ($3,268.59) plus interest and other amounts as set forth in said Consumer Note. A true and accurate copy of said Consumer Note is attached hereto, marked Exhibit "C", and by this reference made a part hereof.

9. As security for Debtors' obligations under the Consumer Note, Debtors granted to Creditor a security interest in the form of a Real Estate Mortgage upon certain real estate located in Delaware County, Iowa. Said security interest and lien arise under and are evidenced by that certain Real Estate Mortgage dated April 22, 1983 between the Debtors as Mortgagors and Creditor as Mortgagee and attached hereto as Exhibit "B".

10. Debtors have defaulted on their obligations to Creditor in that they have failed to make their payments due and owing. Debtors have continued in default to this time.

11. Creditor duly performed each and every act and thing required to be performed by it under the Mortgage Note and the Mortgage.

12. Continuation of the Automatic Stay of 11 U.S.C. § 362(a) will work real and irreparable harm to Creditor and will deprive Creditor of the adequate protection to which it is entitled under 11 U.S.C. §§ 361 and 362 for the following reasons, among others.

(a) Debtors have no equity in the real estate, or, if any, such equity is of marginal value; and

(b) Interest continues to accrue upon Creditor's claim against Debtors without payment; and

(c) Debtors have not and cannot adequately protect the Creditor's interest in the real estate that secures Creditor's loans to Debtors.

13. Continuation of the Automatic Stay of 11 U.S.C. § 352(a) and failure to provide adequate protection to Creditor will constitute an unlawful taking of Creditor's property in violation of the Fifth Amendment to the Constitution of the United States of America.

WHEREFORE, Creditor prays for an Order from the Court:

A. Terminating the Automatic Stay to permit Creditor to foreclose and enforce the Mortgage against the real estate in question; and

B. If such Automatic Stay is not terminated, for adequate protection of its interests in the above-described real estate; and

C. For such other and further relief as is just and proper.

Dated this 4th day of April, 1990.

WHITFIELD, MUSGRAVE & EDDY
1300 First Interstate Bank Bldg.
Des Moines, Iowa 50309
Telephone: (515) 288-6041

By: Mark V. Hanson
MARK V. HANSON

ATTORNEYS FOR CREDITOR, STATESMAN BANK FOR SAVINGS, FSB f/k/a PEOPLES FEDERAL SAVINGS & LOAN ASSOCIATION

Copy mailed to filing attorney
APR 0 4 1990 jlh

Copy to:

Michael S. Vestle
Suite 350 - The Center
P.O. Box 5430
Cedar Rapids, Iowa 52406-5430

ATTORNEY FOR THE DEBTORS

Thomas G. McCuskey
401 Old Marion Road, N.E.
Cedar Rapids, Iowa 52402

TRUSTEE

Office of U.S. Trustee
425 2nd St. S.E., Suite 675
P.O. Box 47
Cedar Rapids, Iowa 52401

U.S. TRUSTEE

6-9.0

NOTE

US $ 39,000.00 Manchester, Iowa
City

April 22, 1983.

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay People's Federal Savings & Loan Association, or order, the principal sum of Thirty-Nine Thousand Dollars and 00/100---------- Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 13.0 percent per annum. Principal and interest shall be payable at People's Federal Savings & Loan Association, or such other place as the Note holder may designate, in consecutive monthly installments of Four Hundred Fifty-Eight Dollars and 00/100---- Dollars (US $ 458.00), on the first day of each month beginning June 1, 1983. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on May 1, 2003.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of 5 percent of any monthly installment not received by the Note holder within 20 days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated April 22, 1983, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Roger Louis Heiserman
Roger Louis Heiserman

Marjorie Jean Heiserman
Marjorie Jean Heiserman

106 North Wayne and 405 East Fayette
Manchester, Iowa 52057
Property Address

(Execute Original Only)

EXHIBIT A PAGE

BOOK 3, PAGE 184

MATT PARROTT & SONS CO., WATERLOO, IOWA C 265

(6-9.0 (

MORTGAGE

THIS MORTGAGE is made this 22nd day of April, 19 83, between the Mortgagor, Roger Louis Heiserman and Marjorie Jean Heiserman, Husband and Wife (herein "Borrower"), and the Mortgagee, People's Federal Savings & Loan Association, a corporation organized and existing under the laws of The United States of America, whose address is 100 East Main Manchester, Iowa 52057 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Nine Thousand Dollars and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 22, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2003;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Delaware, State of Iowa:

Lot One Hundred Five (105) Manchester, Iowa from and including the date of the filing of the plat at No. 1 within except as to any changes or entries made upon the records relating or having reference to any instruments filed, rights or relations existing or to transactions occuring previous to the 23rd day of February, 1857 at eight O'clock A.M.

The South forty eight (48) feet of Lot One Hundred Seven (107), Manchester, Iowa; same being a part of the South East quarter of the South East quarter of Section Twenty-Nine (29), Township Eighty-Nine (89) North, Range Five (5), West of the Fifth Principal Meridian.

which has the address of 106 North Wayne and 405 East Fayette (Street) Manchester (City), Iowa 52057 (State and Zip Code) (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

EXHIBIT B PAGE 1

FILE No. 98-2103
RECORDING FEE $ 12.00
FILED FOR RECORD THE 22 DAY OF April, 19 83 AT 4:20
STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

EXHIBIT B PAGE 2

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

23. Waiver of Dower, Homestead and Distributive Share. Borrower hereby relinquishes all right of dower and hereby waives all right of homestead and distributive share in and to the Property. Borrower hereby waives any right of exemption as to the Property.

24. Redemption Period. If the Property is less than ten acres in size and if Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, then the period of redemption from judicial sale shall be reduced to six months. If the court finds that the Property has been abandoned by Borrower and if Lender waives any right to a deficiency judgment against Borrower, then the period of redemption from judicial sale shall be reduced to sixty days. The provisions of this paragraph 24 shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the 1975 Code of Iowa.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Roger Louis Heiserman ..... —Borrower

Marjorie Jean Heiserman ..... —Borrower

STATE OF IOWA, Delaware County ss:

On this 22nd day of April 19 83 before me, a Notary Public in the State of Iowa, personally appeared Roger Louis Heiserman and Marjorie Jean Heiserman, Husband and Wife, to me personally known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My Commission expires: 9/30/83

Audrey A. Hale
Notary Public in and for said County and State

Audrey A. Hale

(Space Below This Line Reserved For Lender and Recorder)

98-2103

DELAWARE COUNTY IOWA
FILED
'83 APR 22 PM 4 20
BOOK 17 PAGE 156
JOAN SHEPPARD
RECORDER
$12.00

Roger Louis Heiserman & Wife
to
Peoples Federal Savings and Loan

INDEXED IN
CHATTEL MTG. INDEX

EXHIBIT B PAGE 4

Roger Louis Heiserman
Marjorie J. Heiserman
204 S. Wayne St.
Manchester, Iowa 52057
BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, jointly and severally.

PEOPLES FEDERAL SAVINGS & LOAN ASSOCIATION
100 E. Main St. Manchester, Iowa
LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns.

Loan Number 30002028
Date December 18 19
Maturity Date December 21 19
Loan Amount $ 3,268.59
Renewal Of

Note: I promise to pay to you, or your order, at your address above, the principal sum of:
Three thousand two hundred sixty eight and 59/100's---------- Dollars $ 3,268.59
plus interest from December 22, 1987 at the rate of 12.0 % per year until December 21, 1990. I will pay this amount as follo
(a) ☐ on demand. (b) ☐ on demand, but if none is made, on _____. (c) ☐ on _____
If (a), (b) or (c) is marked, I will pay accrued interest _____ and on the maturity date
(d) ☒ in 36 installments of $ 108.54 each, beginning January 21, 1988 and continuing on the same day of each ☒ mo
☐ _____ thereafter until paid in full.
(e) ☐ (other) _____

THIS IS A CONSUMER CREDIT TRANSACTION

PAYMENTS Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made will first be applied to accrued interest, and the balance to principal. The actual amount of the final payment will depend upon my payment record.

PREPAYMENT I may prepay this note in whole or in part at any time. However, any partial prepayment will not excuse any subsequently scheduled payments until this note is paid in full.

☒ If checked, I agree to pay a minimum finance charge of $ 7.50 if I voluntarily pay this loan off before you have earned that much in finance charges.

☒ If checked, interest will accrue at the rate of 21.0 % per year on the balance of this note not paid at maturity, including maturity by acceleration.

THE PURPOSE OF THIS LOAN IS READY CASH

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me	AMOUNT FINANCED The amount of credit provided to me or on my behalf	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments	I have the right to receive at this time an itemization of the Amount Financed
12.0 %	$ 638.85	$ 3,268.59	$ 3,907.44	X YES - I want an itemization _____ NO - I do not want an itemization

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
36	$ 108.54	Beginning January 21, 1988 and monthly
	$	
	$	
	$	

"e" means an estimate
$ _____ Filing Fees
$ _____ Non-filing Insuran

☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security: I am giving a security interest in:
☐ the goods or property being purchased.
☒ collateral securing other loans with you may also secure this loan.
☐ my deposit accounts and other rights to the payment of money from you.
☒ (Brief description of other property) Real Estate located at: 106 N. Wayne St. and 405 E. Fayette St. Manchester, Iowa 52057

Prepayment: If I pay off this loan early, I ☒ may ☐ will not have to pay a minimum finance charge.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term	Signatures (or Initials)
Credit Life	81.83	36 months	I want credit life insurance X _____ Name of Insured
Credit Disability	159.45	36 months	I want credit disability insurance X _____ Name of Insured
Joint Credit Life			I want joint credit life insurance X _____ Name of Insured _____ Name of Insured

I do not want: ___X___ Credit Life Ins.; ___X___ Credit Disability Ins.; ___X___ Joint Credit Life Ins.

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay $ _____ for _____ of coverage.

R.L.H.

Itemization of Amount Financed

Amount given to me directly	$ 2,000.00
Amount paid on my account #1665.3	$ 1,268.59
Amounts paid to others on my behalf	
To Property Insurance Company	$ _____
To Credit Life Insurance Company	$ _____
To Disability Insurance Company	$ _____
To Public Officials	$ _____
_____	$ _____
_____	$ _____
Prepaid Finance Charge	$ _____
AMOUNT FINANCED (a through h - i)	$ 3,268.59
Finance Charge (include prepaid)	$ 638.85
Total of Payments (j + k)	$ 3,907.44

Security - To secure the payment of the note total (defined on the reverse side):
(1) I acknowledge and agree that you have the right to set-off this note against any obligation you have (now or hereafter) to pay money to me.
(2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.
(3) ☐ If checked, this note is not further secured by any contemporaneous agreem (except for (1) and (2) of this section).
(4) ☒ If checked, this note is secured by a separate mortgage _____ dated April 22, 1983
(5) ☐ Security Agreement - If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreem secures are defined on the reverse side of this form.

EXHIBIT C PAGE _____

☐ If checked, this security agreement (if filed) should be filed in the real estate records.
Legal Description _____
Record Owner (if not me) _____

This property will be used for ☒ Personal ☐ Business ☐ Agricultural ☐ (other) _____ purpo
☐ If checked, this is a purchase money loan. You may include the name of the seller on check or draft for this loan.

NOTICE TO CONSUMER. 1. Do not sign this Paper before you read it. 2. You are entitled to a copy of this Paper. 3. You may prepay the unpaid balance at any time without penalty an may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a Minimum Charge not greater than $7.5

Signatures

Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.
Name _____
X _____ Date
Signature for Lender - where necessary for filing this security agreement.
X _____

I agree to the terms of the note and security agreement above (including those on other side of this form) and acknowledge receipt of at least one copy on today's d
COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING
Signature Roger Louis Heiserman
Signature Marjorie J. Heiserman
Signature _____

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT.
©1981 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM NOS-$HA 10/9/85

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

APR 05 1990

BARBARA A. EVERLY, CLERK

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

IN RE:

ROGER LOUIS HEISERMAN
MARJORIE JEAN HEISERMAN
dba Heiserman Shell Service

Debtor(s).

Chapter 7
BANKRUPTCY NO.

L90-00413C

CONTESTED NO. 8525

NOTICE Setting **Telephonic** Preliminary Hearing On Motion To Lift Automatic Stay

TO: Childers & Vestle, PC, Attorney for Debtor; 319 363-3322
Thomas G. McCuskey, Trustee; 319 395-7400
Mark V. Hanson, Atty for Statesman Bank for Svgs/Mvt; 515 288-6041
United States Trustee;

NOTICE IS HEREBY GIVEN a **telephonic** hearing will be held with Bankruptcy Judge Michael J. Melloy on:

APRIL 27, 1990, at 9:40 A.M.

PARTIES ARE EXPECTED TO COMPLY WITH LOCAL BANKRUPTCY RULE 23 REGARDING MOTIONS FOR RELIEF FROM STAY. IN PARTICULAR, THE DEBTOR(s) (and Trustee if one is appointed) ARE REMINDED OF THE REQUIREMENTS OF L.B.R. 23 THAT AN ANSWER BE FILED AT LEAST FIVE (5) DAYS PRIOR TO THE PRELIMINARY HEARING. IF AN ANSWER IS NOT FILED AND SERVED UPON THE MOVING PARTY AND U.S. TRUSTEE, THIS PRELIMINARY HEARING WILL NOT GO FORWARD AND THE STAY WILL BE LIFTED WITHOUT FURTHER NOTICE TO DEBTOR(s) OR TRUSTEE.

ATTORNEY FOR MOVANT IS TO PLACE THE CALL. THE TELEPHONE NUMBER FOR JUDGE MELLOY'S CHAMBERS IS (319) 362-9786. ONLY THOSE PARTIES WHO HAVE FILED AND SERVED ANSWERS ARE TO BE CALLED FOR THE CONFERENCE CALL. THE UNITED STATES TRUSTEE'S OFFICE SHALL NOT BE CALLED, UNLESS, THAT OFFICE FILES AND SERVES A WRITTEN REQUEST TO PARTICIPATE IN THE CONFERENCE CALL.

DATED April 5, 1990.

BARBARA A. EVERLY
Clerk, Bankruptcy Court

by: Karen S. Hanover
Deputy Clerk
P.O. Box 74890
Cedar Rapids, IA 52407

Copies mailed as above set out on date shown, ksh.

AO 72A ⊕
(Rev. 8/82)

BOOK 3, PAGE 184

NOTE: This hearing will be taped on electronic recording equipment

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FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

APR 10 1990

BARBARA A. EVERLY, CLERK

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:	: BANKRUPTCY NO. L-90-00413-C (Chapter 7)
ROGER LOUIS HEISERMAN MARJORIE JEAN HEISERMAN,	: AFFIDAVIT OF MAILING
Debtors.	: CONTESTED NUMBER: 8525

STATE OF IOWA)
) ss.
COUNTY OF POLK)

The undersigned, after being duly sworn upon his oath, deposes and states that:

He served a copy of the Motion for Relief from the Automatic Stay and Request for Adequate Protection on April 5, 1990 upon the following-named persons by depositing a copy of the same in the United States mail, first class, postage prepaid to such persons as indicated below:

Michael S. Vestle
Suite 350 - The Center
P.O. Box 5430
Cedar Rapids, IA 52406-5430

ATTORNEY FOR DEBTORS

Thomas G. McCuskey
401 Old Marion Road, N.E.
Cedar Rapids, IA 52402

TRUSTEE

Office of the U.S. Trustee
425 2nd St. S.E., Suite 675
P.O. Box 47
Cedar Rapids, IA 52401

U.S. TRUSTEE

WHITFIELD, MUSGRAVE & EDDY
1300 First Interstate Bank Bldg.
Des Moines, Iowa 50309
Telephone: (515) 288-6041

By: Mark V. Hanson
MARK V. HANSON

ATTORNEYS FOR CREDITOR, STATESMAN BANK FOR SAVINGS, FSB f/k/a PEOPLES FEDERAL SAVINGS & LOAN ASSOCIATION

Subscribed to and sworn before me by the said Mark V. Hanson this 9 day of April, 1990.

Cynthia Baker
NOTARY PUBLIC - STATE OF IOWA

Copy mailed to filing attorney
APR 10 1990
fwd

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

APR 27 1990

BARBARA A. EVERLY, CLERK

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:	: BANKRUPTCY NO. L-90-00413-C (Chapter 7)
ROGER LOUIS HEISERMAN MARJORIE JEAN HEISERMAN,	: ORDER LIFTING AUTOMATIC STAY
Debtors.	CONTESTED NUMBER: 8525

BE IT REMEMBERED, that on this ____ day of _____, 1990, this Order Lifting Automatic Stay came on before the Court. The Court notes that said Order Lifting Automatic Stay has been prepared by Attorney, Mark V. Hanson of the law firm of Whitfield, Musgrave & Eddy, 1300 First Interstate Bank Building, Des Moines, Iowa 50309, as attorney for Creditor, Statesman Bank for Savings, FSB f/k/a Peoples Federal Savings & Loan Association.

The Court, having examined the file and heard the statements of counsel notes that a Response to the motion was filed by Debtors more than five days prior to the hearing stating no resistance to Movant's Motion if in rem remedy is pursued. Movant filed its agreement to that provision and the Court now hereby makes the following Order:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, the Automatic Stay is hereby lifted so that Movant Statesman Bank for

20

Savings may proceed with in rem foreclosure of the Real Estate Mortgages referenced in its motion in State Court foreclosure proceedings.

UNITED STATES BANKRUPTCY JUDGE

Submitted by:

WHITFIELD, MUSGRAVE & EDDY
1300 First Interstate Bank Bldg.
Des Moines, Iowa 50309
Telephone: (515) 288-6041

By: MARK V. HANSON

ATTORNEYS FOR CREDITOR, STATESMAN BANK FOR SAVINGS, FSB f/k/a PEOPLES FEDERAL SAVINGS & LOAN ASSOCIATION

Original filed with Court.
Copies mailed to:

Michael S. Vestle
Suite 350 - The Center
P.O. Box 5430
Cedar Rapids, Iowa 52406-5430

ATTORNEY FOR THE DEBTORS

Thomas G. McCuskey
401 Old Marion Road, N.E.
Cedar Rapids, Iowa 52402

TRUSTEE

Office of U.S. Trustee
425 2nd St. S.E., Suite 675
P.O. Box 47
Cedar Rapids, Iowa 52401

U.S. TRUSTEE

Copy to:
Atty for Debtor;
Trustee;
U.S. Trustee;
Mark V. Hanson;
this April 27, 1990/vl