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FADED DOCUMENT AT TIME OF RECORDING

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

CERTIFICATE OF TRUE COPY

I do hereby certify that the attached copy of fifty pages of documents in the case No. 84-02359 of RONALD P. McGEE dba McGee & Ott Investments and MARY LOU McGEE,

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 17th day of December, 1993.

Barbara A. Everly
Clerk, Bankruptcy Court
Northern District of Iowa
By: Marie L. Richards
Deputy Clerk

(Seal of the U. S. Bankruptcy Court)

FILE No. 91-1609
RECORDING FEE $ 256.00
TRANSFER FEE $

FILED FOR RECORD THE 16 DAY OF December, 19 94 AT 4:21 O'CLOCK P M. BOOK 5 PAGE 81

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

FORM NO. 1 Voluntary Petition Individual or Joint Petition

(CLERK'S STAMP)

Name Thomas J. Ferguson, Rausch and Ferguson
Attorney for Petitioner

Address Suite 300 First National Bldg., P.O. Box 905

Waterloo, IA 50704

Telephone: (319) 233-3557

[NOTE: These official forms should be observed and used with such alterations as may be appropriate to suit the circumstances. See Rule 9009.]

VOLUNTARY PETITION

☐ INDIVIDUAL ☒ JOINT PETITION

UNITED STATES BANKRUPTCY COURT FOR THE

NORTHERN DISTRICT OF IOWA EASTERN DIVISION

In re RONALD P. McGEE d/b/a McGee & Ott Investments, a partnership and MARY LOU McGEE

Debtor [set forth here all names including trade names used by Debtor within last 6 years].
Social Security Number [redacted]
and Debtor's Employer's Tax Identification No.
Social Security Number [redacted]
and Debtor's Employer's Tax Identification No.

FOR COURT USE ONLY

Date Petition Filed

Case No. 84-02359

Bankruptcy Judge

VOLUNTARY PETITION

1. Petitioner's(s') mailing address, including county, is 2204 Valley Park Dr., Cedar Falls, Black Hawk County, Iowa 50613

2. Petitioner(s') has (have) resided [or has had his (their) domicile or has had his (their) principal place of business or has had his (their) principal assets] within this district for the preceding 180 days [or for a longer portion of the preceding 180 days than in any other district].

3. Petitioner(s) is (are) qualified to file this petition and is (are) entitled to the benefits of title 11, United States Code as a voluntary debtor(s).

4. [If appropriate] A copy of petitioner's(s) proposed plan, dated ....., is attached [or Petitioner(s) intends to file a plan pursuant to chapter 11 or chapter 13] of title 11, United States Code.

5. [If Petitioner(s) is (are) a Corporation] Exhibit "A" is attached to and made part of this petition.

6. [If Petitioner(s) is (are) (an) individual(s) whose debts are primarily consumer debts.] Petitioner(s) is (are) aware that [he or she] may proceed under chapter 7 or 13 of title 11, United States Code, understands the relief available under each such chapter, and chooses to proceed under chapter 7 or such title.

7. [If Petitioner(s) is (are) (an) individual(s) whose debts are primarily consumer debts and such petitioner(s) is (are) represented by an attorney.] A declaration or an affidavit in the form of Exhibit "B" is attached to and made a part of this petition.

WHEREFORE, petitioner(s) prays for relief in accordance with chapter 7 [or chapter 11 or chapter 13] of title 11, United States Code.

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA
8:00 AM
DEC 14 1984
BARBARA A. EVERLY, CLERK
BY: Rhonda Nansen
DEPUTY

Signed: Thomas J. Ferguson
[Attorney for Petitioner(s)]
Thomas J. Ferguson, Rausch and Ferguson
Address: Suite 300 First National Bldg., P.O. Box 905
Waterloo, IA 50704

[Petitioner(s) signs if not represented by attorney.]

Petitioner

Petitioner

I/We, Ronald P. McGee and Mary Lou McGee, the petitioner(s) named in the foregoing petition, declare under penalty of perjury that the foregoing is true and correct.

Executed on December 11, 1984

Signature Ronald P. McGee Petitioner
Ronald P. McGee
Signature Mary Lou McGee Petitioner
Mary Lou McGee

FORM 6 Schedules of Assets and Liabilities
OFFICIAL FORMS

SCHEDULES OF ASSETS AND LIABILITIES

UNITED STATES BANKRUPTCY COURT FOR THE

...NORTHERN..... DISTRICT OF ..IOWA EASTERN DIVISION....

In re RONALD P. McGEE d/b/a McGee & Ott Investments, a partnership and MARY LOU McGEE

Debtor [set forth here all names including trade names used by Debtor within last 6 years].
Social Security Number . [redacted]
and Debtor's Employer's Tax Identification No.....

Case No.....

Schedule A – Statement of All Liabilities of Debtor.

Schedules A-1, A-2, and A-3 must include all the claims against the debtor or his property as of the date of the filing of the petition by or against him.

Schedule A–1. – Creditors having priority.

Nature of claim.	Name of creditor and complete mailing address including zip code.	Specify when claim was incurred and the consideration therefor; when claim is subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt.	Indicate if claim is contingent, unliquidated, or disputed.	Amount of claim.
a. Wages, salary, and commissions, including vacation, severance and sick leave pay owing to employees not exceeding $2,000 to each, earned within 90 days before filing of petition or cessation of business (if earlier specify date).		No		$
b. Contributions to employee benefit plans for services rendered within 180 days before filing of petition or cessation of business (if earlier specify date).		No		
c. Deposits by individuals, not exceeding $900 for each for purchase, lease, or rental of property or services for personal, family, or household use that were not delivered or provided.		No		
d. Taxes owing [itemize by type of tax and taxing authority].				
(1) To the United States		1. No		
(2) To any state		2. No		
(3) To any other taxing authority		3. R.R. 1, Plainfield, IA, $184 due 4-48 and installment due 9-84 plus penalties		
			Total	184.00

Schedule A-2 — Creditors Holding Security.

Name of creditor and complete mailing address including zip code.	Description of security and date when obtained by creditor	Specify when claim was incurred and the consideration therefor; when claim is subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt.	Indicate if claim is contingent, unliquidated, or disputed.	Market value	Amount of claim without deduction of value of security
Home Savings & Loan 999 Home Plaza Waterloo, IA 50702	Purchase512 Cloverdale Waterloo, IA	Note and Mortgage		$	$ 20,150.87
First Federal Savings & Loan 408 East 4th Waterloo, IA 50702	Purchase 119 Mohawk Waterloo, IA	Note and Mortgage Sold on contract to Harper Balance on contract $2,854.00			11,750.24
Perpetual Savings & Loan 229 E. Park Ave. Waterloo, IA 50702	2nd Mortgage 2026 Plainview Waterloo, IA	Note and Mortgage Sold on contract to Roby Contract assigned to Midway Bank & Trust			4,567.70
Perpetual Savings & Loan 229 E. Park Ave. Waterloo, IA 50702	Purchase 1643 Heath Waterloo, IA	Note and Mortgage Sold on contract to Moon Balance on contract $26,100.00			26,143.50
Home Savings & Loan 999 Home Plaza Waterloo, IA 50702	Purchase 134 Haines Waterloo, IA	Note and Mortgage Sold on contract to Johnson Contract assigned to Midway Bank & Trust			46,882.39
Perpetual Savings & Loan 229 E. Park Ave. Waterloo, IA 50703	Purchase 812 Broadway Waterloo, IA	Note and Mortgage Sold on contract to Paulson Balance on contract $13,280.00			12,302.76
Perpetual Savings & Loan 229 E. Park Ave. Waterloo, IA 50703	Purchase 3939 Logan Waterloo, IA	Note and Mortgage Sold to individuals 1979-1980			
Perpetual Savings & Loan 229 E. Park Ave. Waterloo, IA 50702	Purchase 1548 Bertch Waterloo, IA	Note and Mortgage Sold to individual			
American Federal Savings & Loan 601 Grand Des Moines, IA 50311	Purchase 803 Franklin Cedar Falls, IA	Note and Mortgage Deeded back to American Federal Savings & Loan			
Perpetual Savings & Loan 229 E. Park Ave. Waterloo, IA 50703	Purchase 429 Center Waterloo, IA	Note and Mortgage Sold to individual 1979-80			
			Total		

Schedule A-2 - Creditors Holding Security - Page 2

Home Savings & Loan 999 Home Plaza Waterloo, IA 50703	Purchase 612 Locust LaPorte City, IA	Note and Mortgage Sold on contract to Bergmeier Balance on contract $28,479.00	$30,927.64
Home Savings & Loan 999 Home Plaza Waterloo, IA 50703	Purchase 406 Saxon Waterloo, IA	Note and Mortgage Loan assumed by Henderson 1982	
Home Savings & Loan 999 Home Plaza Waterloo, IA 50703	Purchase 225 Ricker Waterloo, IA	Note and Mortgage Repossessed by Home Savings & Loan	
Perpetual Savings & Loan 229 E. Park Ave. Waterloo, IA 50703	Purchase 310 Oliver Waterloo, IA	Note and Mortgage Deed to Perpetual Savings & Loan in lieu of foreclosure	
Home Savings & Loan 999 Home Plaza Waterloo, IA 50702	Purchase 301 Candlewick Waterloo, IA	Note and Mortgage Sold on contract to DeHart	
Midway Bank & Trust 4417 University Cedar Falls, IA 50613	2204 Valley Park Dr. Cedar Falls, IA 50613 1983 Cutlass Cierra, 1979 Ford Van and 1975 Mark Twain Boat	Second Mortgage on house, loan on car, note secured by Van and Boat	32,000.00
Leavitt & Johnson Co. 217 W. 4th Waterloo, IA 50702	3616 Knollridge Waterloo, IA	Note and Mortgage	
Home Savings & Loan 999 Home Plaza Waterloo, IA	Purchase 2421 Willow Lane, Cedar Falls, IA	Note and Mortgage Sold in 1980 mortgage assumed	
First Federal Savings & Loan 408 E. 4th Waterloo, IA 50703	2232 Westview Waterloo, IA	Note and Mortgage	
Avco Finance 4013 University Waterloo, IA 50701	2nd Mortgage 509 Adams Waterloo, IA	Note and Mortgage House foreclosured by First Federal Savings Bank	approx. 9,000.00
Home Savings & Loan 999 Home Plaza Waterloo, IA 50702	525 Warren Dr. Waterloo, IA	Note and Mortgage Sold property ro Roby, Sr. 1965	
Thorp Credit, Inc. 4618 University Cedar Falls, IA 50613	2515 Falls Ave. Waterloo, IA	Note and Mortgage	16,927.43

Home Savings & Loan 999 Home Plaza Waterloo, IA 50702	1122 Royal Dr. Cedar Falls, IA	Note and Mortgage Sold on contract to O'Donnell Biddlecombe, balance of contract $37,900.00	38,235.14
Hurst Holding Co. 911 Black Hawk Rd. Waterloo, IA 50701	Newhome Addition Cedar Falls, IA	Note	25,000.00
Perpetual Savings & Loan 229 E. Park Ave. Waterloo, IA 50703	Purchase 641 Arbutus Evansdale, IA	Note and Mortgage	3,994.16
Perpetual Savings & Loan 229 E. Park Ave. Waterloo, IA 50703	Purchase 610 Riehl Waterloo, IA	Note and Mortgage	
Home Savings & Loan 999 Home Plaza Waterloo, IA 50702	2515 Falls Ave. Waterloo, IA	Note and Mortgage	80,000.00 approx.
Home Savings & Loan 999 Home Plaza Waterloo, IA 50702	2204 Valley Park Dr. Cedar Falls, IA	Note and Mortgage	19,000.00
Midway Bank 4417 University Ave. Cedar Falls, IA 50613	Loan and van and boat	Note and Secured Interest	15,000.00
Midway Bank 4417 University Ave. Cedar Falls, IA 50613	Loan on 1983 Cutlass	Note and Security Interest	8,000.00
Home Savings & Loan 999 Home Plaza Waterloo, IA 50701	Home improvement loan on Cabin on Lake Delhi	Note and Mortgage	7,500.00
Peoples Federal Savings & Loan West 3rd & Washington Waterloo, IA 50701	Loan on Cabin on Lake Delhi	Note and Mortgage	18,000.00
Robert L. Rausch 300 First National Bldg. P.O. Box 905 Waterloo, IA 50704	Legal fees	Note and Mortgage on Cabin on Lake Delhi	6,000.00

Schedule A-2 - Creditors Holding Security - Page 4

First Federal Savings Bank 408 East 4th Waterloo, IA 50702	2204 Valley Park Dr. Cedar Falls, IA 50613	Note and Mortgage foreclosure	108,000.00
		TOTAL	476,454.19

Schedule A-2 — Creditors Holding Security.

Name of creditor and complete mailing address including zip code.	Description of security and date when obtained by creditor	Specify when claim was incurred and the consideration therefor; when claim is subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt.	Indicate if claim is contingent, unliquidated, or disputed.	Market value	Amount of claim without deduction of value of security
Perpetual Savings & Loan 229 E. Park Waterloo, IA 50703	Purchase of 3939 Logan Waterloo, IA	Note and mortgage		$	$
Perpetual Savings & Loan 229 E. Park Waterloo, IA 50703	Purchase 812 Broadway Waterloo, IA	Note and Mortgage Sold on contract to Paulsen Balance of contract $13,280.20			12,302.76
Home Savings & Loan 999 Home Plaza Waterloo, IA 50702	Purchase 134 Haines Waterloo, IA	Note and Morgage Sold on contract to Johnson Contract of Seller assigned to Midway			46,882.39
Perpetual Savings & Loan 229 E. Park Waterloo, IA 50703	Purchase 1643 Heath Waterloo, IA	Note and Mortgage Sold on contract Moon Contract balance $26,100.00			26,143.50
First Federal Savings & Loan 408 East 4th Waterloo, IA 50703	2nd Mortgage 406 Gable Waterloo, IA	Note and Mortgage			5,000.00
Robert D. Mason 625 West 5th Street Waterloo, IA 50702	Purchase 505 Kingsley Waterloo, IA	Contract			42,683.55
Midway Bank & Trust 4417 University Cedar Falls, IA 50613	600 Beech Waterloo, IA	Mortgage			65,000.00
American Federal Savings & Loan 601 Grand Des Moines, IA 50311	Purchase 1009 Forest Waterloo, IA	Note and Mortgage Sold on contract to Charleson Balance of contract $22,800.00			21,742.67
Home Savings & Loan 999 Home Plaza Waterloo, IA 50702	Purchase 601 Ricker Waterloo, IA	Note and Mortgage Sold on contract to Mosley Balance on contract $12,500.00			12,186.00
Norwest Mortgage Co. 3451 Hammond Waterloo, IA 50702	Purchase 634 Kirkwood Waterloo, IA	Note and Mortgage Sold on contract to Bartholomew Contract assigned to Midway Bank and Trust			32,015.75
			Total		

Schedule A-2 - Creditors Holding Security - Page 2

Midway Bank & Trust 4417 University Cedar Falls, IA 50613	Purchase 634 Kirkwood Waterloo, IA	Note and Mortgage Sold on contract to Bartholomew Assigned contract to Midway Bank & Trust, contract balance $41,000.00	3,408.29
Perpetual Savings & Loan 229 E. Park Waterloo, IA 50703	Purchase 112 Summit Waterloo, IA	Note and Mortgage Sold on contract to Schnathorst Balance on contract $25,700.00	25,012.10
Home Savings & Loan 999 Home Plaza Waterloo, IA 50702	Purchase 76 Franklin Waterloo, IA	Note and Mortgage Sold on contract to Taylor Assigned contract to Midway Bank & Trust, contract balance $10,000.00	1,267.60
First Federal Savings & Loan 408 East 4th Waterloo, IA 50703	Purchase 1216 E. 4th Waterloo, IA	Note and Mortgage	15,680.75
Norwest Mortgage Co. 3451 Hammond Waterloo, IA 50702	Purchase 115 Hope Waterloo, IA	Note and Mortgage	21,816.60
Perpetual Savings & Loan 229 East Park Ave. Waterloo, IA 50703	Purchase 1915-17 Lafayette, Waterloo, IA	Note and Mortgage	16,394.87
Midway Bank & Trust 4417 University Cedar Falls, IA 50613	520 Reed, Waterloo, IA	Note and Mortgage	65,000.00
First Federal Savings & Loan 408 E. 4th Waterloo, IA 50703	Purchase 400 Elm Waterloo, IA	Note and Mortgage	25,544.86
American Federal Savings & Loan f/k/a Cedar Falls Savings & Loan 601 Grand Des Moines, IA 50311	Purchase 278 Windsor Waterloo, IA	Note and Mortgage Sold on contract to Tabor Assigned equity to Midway Bank & Trust, then Deed to Midway Bank & Trust	62,646.23
Perpetual Savings & Loan 229 E. Park Ave. Waterloo, IA 50703	Purchase R.R. 1 Plainfield, IA	Note and Mortgage	34,854.06
Perpetual Savings & Loan 229 E. Park Ave. Waterloo, IA 50703	Purchase 641 Arbutus Evansdale, IA	Note and Mortgage	3,994.16

Perpetual Savings & Loan 229 E. Park Ave. Waterloo, IA 50702	Purchase 610 Riehl Waterloo, IA	Note and Mortgage	
American Federal Savings & Loan 601 Grand Des Moines, IA 50311	Purchase 803 Franklin Cedar Falls, IA	Note and Mortgage	
		TOTAL	539,576.14

Schedule A-3 – Creditors having unsecured claims without priority.

Name of creditor (including last known holder of any negotiable instrument) and complete mailing address including zip code.	Specify when claim was incurred and the consideration therefor; when claim is contingent, unliquidated, disputed, subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt	Indicate if claim is contingent, unliquidated, or disputed.	Amount of claim
Wesley C. and Delores M. Priebe 541 Queens Ave. Port Charlotte, Florida 33952	Business Loan Promissory Note	liquidated	$ 1,936.00
Benjamin Tidemann 1449 Easton Avenue Waterloo, IA 50702	Business Loan Promissory Note	liquidated	15,300.00
Montgomery Wards P.O. Box 43690 St. Paul, MN 55164	Charge account Miscellaneous Items from 1970 to present	liquidated	1,250.00
Younkers P.O. Box 1495 Des Moines, IA 50397	Charge account Miscellaneous Items 1960 to present	liquidated	850.00
Mark Gill Buick P.O. Box 475 Waterloo, IA 50701	Charge auto repair	liquidated	460.00
Roberts Home Decorating 544 Ansborough Ave. Waterloo, IA 50701	Charge carpenting for real estate	liquidated	900.00
Sieferts 241 Crossroad Center Waterloo, IA 50703	Charge miscellaneous items 1974 to present	liquidated	225.07
J.C. Penney 4580 Paradise Blvd. N.W. Albuquerque, N.M. 37201	Charge account Miscellaneous Items	liquidated	500.00
Arrowhead Co. 4007 University Ave. Waterloo, IA 50701	Charge account Miscellaneous Items 1970 to present	liquidated	277.00
Dessels Hi-way Furniture West Union, IA 52175	Account 1975 to present furniture	liquidated	530.00
The Chalet 303 Parkade Cedar Falls, IA 50613	Charge account Clothing 1975 to present	liquidated	569.00
		Total	

Amended 3-4-85

Flex o Pay % State Savings Bank 932 Parrott, Box #7 Aplington, IA 50604	Charge Account Dotta's on Byron	liquidated	437.00
Dotta's on Byron 202 Byron Ave. Waterloo, IA 50702	Charge Account clothing	liquidated	437.00
Visa P.O. Box 3331 Omaha, NB 68103	Charge Account Miscellaneous Items	liquidated	1,031.00
Chuck Neil Plainfield, IA 50666	Business Loan Promissory Note	liquidated	12,500.00
Gail N. and Patsy Neumeyer Walker, IA 52352	Business Loan Promissory Note	unliquidated	14,500.00
Midway Bank 4417 University Ave. Cedar Falls, IA 50613	Home Improvement Loan	liquidated	9,000.00
Midway Bank 4417 University Ave. Cedar Falls, IA 50613	Loan and van and boat Note and Security Interest	liquidated	15,000.00
Midway Bank 4417 University Ave. Cedar Falls, IA 50613	Loan on 1983 Cutlass Note and Security Interest	liquidated	8,000.00
I.R.S. Kansas City, MO 64999	Taxes 1979 and 1980 Federal Income Tax	liquidated	18,000.00
Home Savings & Loan 999 Home Plaza Waterloo, IA 50701	Home Improvement loan on Cabin on Lake Delhi Note and Mortgage	liquidated	7,500.00
Peoples Federal Savings & Loan West 3rd & Washington Waterloo, IA 50701	Loan on Cabin on Lake Delhi Note and Mortgage	liquidated	18,000.00
Robert L. Rausch 300 First National Bldg. P.O. Box 905 Waterloo, IA 50704	Legal fees Note and Mortgage on Cabin on Lake Delhi	liquidated	6,000.00

Midway Bank and Trust 4417 University Ave. Cedar Falls, IA 50613	Business loan, McGee & Ott Investment or McGee & Ott Realtors, Note and Mortgage	liquidated	43,000.00
Hurst Holding Co. 911 Black Hawk Rd. Waterloo, IA 50701	Purchase of 3 Lots (Now 2) Note	liquidated	28,000.00
Edward J. Gallagher, Jr. Attorney for Ila A. Galloway P.O. Box 2615 Waterloo, IA 50704	Business loan, 911 West 2nd St. Sale, Waterloo, IA Note	unliquidated	53,000.00
Bill Krizek 2200 Falls Ave. Waterloo, IA 50701	Accounting and Tax Service	liquidated	1,200.00
Fina American Petrofina Marketing Inc. P.O.Box 105502 Atlanta, GA 30348	Gas purchases on charge account	liquidated	200.45
Amoco Oil Co. P.O. Box 9014 Des Moines, IA 50306	Gas purchases on charge account	liquidated	150.35
Fred Eilers 2015 Lincoln, Lot 38 Cedar Falls, IA 50613	Promissory Note Loan on real estate at 2204 Valley Park Dr., Cedar Falls, IA	liquidated	9,760.21
Avco Finance 4013 University Waterloo, IA 50701	Loan, Second Mortgage	liquidated	8,000.00 approx.
Thorp Credit, Inc. 4618 University Ave. Cedar Falls, IA 50613	Loan, Second Mortgage	liquidated	7,000.00 approx.
Young Plumbing & Heating Co. 400 W. Park Ave. P.O. Box 1077 Waterloo, IA 50704	Repairs to 2515 Falls Ave. Waterloo, IA, water line exterior	liquidated	517.95
Black Hawk Collection Co. Inc Box 224, Cedar Falls, IA 50613	Miscellaneous debts	liquidated	50.00
Dr. Hugo E. Koo 212 W. Dale Waterloo, IA 50703	Medical	liquidated	50.00

Charlie and Mary McDaniels 512 Cloverdale Waterloo, IA 50703	Sale of real estate 512 Cloverdale, Waterloo, IA Contract	unliquidated	mortgage	20,150.08 20,150.08 approx.
Geneva Harper 119 Mohawk Waterloo, IA 50703	Sale of real estate 119 Mohawk, Waterloo, IA Contract	unliquidated	mortgage	2,854.71 11,000.00 approx.
John and Luella Bergmeier 612 Locust LaPorte City, IA 50651	Sale of real estate 612 Locust, Waterloo, IA Contract	unliquidated	mortgage	28,479.03 29,000.00 approx.
Mark O'Donnell and Tom Biddlecombe 1122 Royal Dr. Cedar Falls, IA 50613	Sale of real estate 1122 Royal Dr. Cedar Falls, IA Contract	unliquidated		37,900.00
Robert DeHart 301 Candlewick Rd. Waterloo, IA 50703	Sale of real estate 301 Candlewick Rd. Waterloo, IA Contract	unliquidated		
Sinclair Sinclair Marketing Inc. P.O. Box 31825 530 E. South Temple Salt Lake City, Utah 84131	Gas purchase on charge account	liquidated		200.45
Ila A. Galloway 3150 Walnut Bend Lane, Apt. 603 Houston, Texas 77042	Business loan, 911 West 2nd St. Sale, Waterloo, IA Note	unliquidated		53,000.00
Michael W. Buckner 507 1st Street LaPorte City, IA 50651	Legal fees	liquidated		190.00 plus costs & interest
Robert L. Rausch P.O. Box 905 Waterloo, IA 50704	Legal fees	liquidated		275.00
Henry and Dorothy Graham 1167 Ravenwood Rd., Apt. 2 Waterloo, IA 50702	Sale and purchase of real estate 1982-1983	unliquidated		
			TOTAL	426,693.30

Schedule A-3 — Creditors having unsecured claims without priority.

Name of creditor [including last known holder of any negotiable instrument] and complete mailing address including zip code.	Specify when claim was incurred and the consideration therefor; when claim is contingent, unliquidated, disputed, subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt	Indicate if claim is contingent, unliquidated, or disputed.	Amount of claim
Hinton Law Firm 751 Progress Waterloo, IA 50701	Forfeiture, 1009 Forest, Waterloo, IA	liquidated	$ 53.78
Arrowhead 4007 University Ave. Waterloo, IA 50701	Repairs, 1006 W. 3rd, 326 Western, Waterloo, IA	liquidated	147.72
Hinton Law Firm 751 Progress Waterloo, IA 50701	Forfeiture, 1216 E. 4th, Waterloo, IA	liquidated	85.68
Iowa Public Service P.O. Box 658 Sioux City, IA 51102	Final utilities for 1106 W. 3rd St. and 326 Western, Waterloo, IA	liquidated	655.28
Patty McGee Cresap 818 W. 3rd Cedar Falls, IA 50613	Renting, 400 Elm, Waterloo, IA	liquidated	12.50
Ron McGee 2204 Valley Park Dr. Cedar Falls, IA 50613	Renting, 400 Elm, Waterloo, IA	liquidated	37.50
Presto-X 1225 S. Saddle Creek Rd. Omaha, NE 68106	Mice control, 400 Elm, Waterloo, IA	liquidated	41.20
Loomer's Heating P.O. Box 1004 Waterloo, IA 50704	Repairs, 739 Knoll, Waterloo, IA	liquidated	61.54
Schmitt Appliance Box 55 Mt. Auburn, IA 52313	Repairs 612 Locust, LaPorte City, IA	liquidated	216.24
Roto-Rooter 1464 Huntington Rd. Waterloo, IA 50701	Repairs, 103 Hawver Ct., Waterloo, IA	liquidated	40.00
Nielsen Pest Control 110 Crestridge Waterloo, IA 50702	Repairs, 103 Hawver Ct., Waterloo, IA	liquidated	41.20
		Total	

Carpenter's Plumbing 359 Rock Island Waterloo, IA 50701	Repairs, 85 Lane, Waterloo, IA	liquidated	725.69
Mike Ott R.R. Delhi, IA 52223	Renting, 406 Gable, Waterloo, IA	liquidated	25.00
Colburn Insurance 1904 Main Cedar Falls, IA 50613	Insurance, 305 Sumner, Waterloo, IA	liquidated	84.00
Carpenter's Plumbing 359 Rock Island Waterloo, IA 50701	Repairs 2160 Lafayette St., Waterloo, IA	liquidated	528.69
Holst Mowing Service 2620 Ashland Ave. Cedar Falls, IA 50613	Mowing, 406 Gable, Waterloo, IA	liquidated	45.00
Robert T. Hickey Willie Allen Conservator 636 Mobile Waterloo, IA 50703	Purchase of 1216 E. 4th, Waterloo, IA Promissory Note	liquidated	2,228.19
Priscilla Wilson 1265 St. Paul Street Denver, Colorado 80206	Purchase of 1927 Lafayette, Waterloo, IA	liquidated	12,856.67
McGee & Ott Investments, Inc. 2515 Falls Ave. Waterloo, IA 50701	Promissory Note	liquidated	3,911.95
McGee & Ott Investments, Inc. 2515 Falls Ave. Waterloo, IA 50701	Promissory Note	liquidated	1,329.72
Charles Neil 304 Lincoln Plainfield, IA 50666	Promissory Note	liquidated	12,151.85
Ron McGee 2204 Valley Park Dr. Cedar Falls, IA 50613	Promissory Note	liquidated	924.27
McGee & Ott, Inc.Realtors 2515 Falls Ave. Waterloo, IA 50701	Promissory Note	liquidated	121.18

Schedule A-3 - Creditors having unsecured claims without priority - Page 3

McGee & Ott Investments, Inc. 2515 Falls Ave. Waterloo, IA 50701	Promissory Note	liquidated	300.61
Dale and Patricia Paulsen 134 Kenway Rd. Waterloo, IA 50701	Sale of real estate 812 Broadway, Waterloo, IA	unliquidated mortgage	13,279.72 12,302.00
Herlie and Clara Johnson 134 Haines Waterloo, IA 50701	Sale of real estate 134 Haines, Waterloo, IA	unliquidated mortgage equity assigned to Midw	55,436.44 46,882.00
Ruth Moon 1643 Heath Waterloo, IA 50703	Sale of real estate 1643 Heath Waterloo, IA 50703	unliquidated mortgage	26,137.29 26,143.00
Millus Charlson 1009 Forest Waterloo, IA 50702	Sale of real estate 1009 Forest Waterloo, IA 50702	unliquidated mortgage	22,876.68 21,743.00
Mary Mosley 601 Ricker Waterloo, IA 50703	Sale of real estate 601 Ricker, Waterloo, IA	unliquidated mortgage	12,491.44 12,186.00
John and Sherry Bartholomew 634 Kirkwood Waterloo, IA 50701	Sale of real estate 634 Kirkwood, Waterloo, IA	unliquidated mortgage mortgage equity assigned to Midway	41,083.00 32,016.00 3,405.00
Sheldon Schnathorst 112 Summit Waterloo, IA 50701	Sale of real estate 112 Summit, Waterloo, IA	unliquidated mortgage	25,700.00 25,012.00
Ada Mae Taylor 76 Franklin Waterloo, IA 50703	Sale of real estate 76 Franklin, Waterloo, IA	unliquidated equity assigned to Midwa	10,115.04 1,268.00
		TOTAL	241,745.07

Schedule B – Statement of All Property of Debtor

Schedules B-1, B-2, B-3 and B-4 must include all property of the debtor as of the date of the filing of the petition by or against him.

Schedule B-1. – Real Property

Description and location of all real property in which debtor has an interest [including equitable and future interests, interests in estates by the entirety, community property, life estates, leaseholds, and rights and powers exercisable for his own benefit]	Nature of interest [specify all deeds and written instruments relating thereto]	Market value of debtor's interest without deduction for secured claims listed in Schedule A-2 or exemptions claimed in Schedule B-4
		$
Dale and Patricia Paulsen 134 Kenway Rd. Waterloo, IA 50701	Purchased 812 Broadway, Waterloo, IA Contract - mortgage to Perpetual Savings and Loan 12,302.00	13,279.72
Herlie and Clara Johnson 134 Haines Waterloo, IA 50701	Purchased 134 Haines, Waterloo, IA Contract - mortgage to Home Savings and Loan 46,882.00 Equity in Real Estate Contract assigned to Midway Bank & Trust	55,436.44
Ruth Moon 1643 Heath Waterloo, IA 50703	Purchased 1643 Heath, Waterloo, IA Contract - mortgage to Perpetual Savings 26,143.00	26,137.29
Millus Charlson 1009 Forest Waterloo, IA 50702	Purchased 1009 Forest, Waterloo, IA Contract - mortgage to American Federal 21,743.00	22,876.68
Mary Mosley 601 Ricker Waterloo, IA 50703	Purchased 601 Ricker, Waterloo, IA Contract - mortgage to Home Savings and Loan 12,186.00	12,491.44
John and Sherry Bartholomew 634 Kirkwood Waterloo, IA 50701	Purchased 634 Kirkwood, Waterloo, IA Contract - first mortgage to Norwest 32,016.00 second mortgage to Midway 3,405.00 equity assigned to Midway Bank and Trust	41,083.00
Sheldon Schnathorst 112 Summit Waterloo, IA 50701	Purchased 112 Summit, Waterloo, IA Contract - mortgage to Perpetual Savings and Loan 25,012.00	25,700.00
Ada Mae Taylor 76 Franklin Waterloo, IA 50703	Purchased 76 Franklin, Waterloo, IA Contract - mortgage to Home Savings and Loan 1,268.00 equity assigned to Midway Bank and Trust	10,115.04
	Total	207,119.61

OFFICIAL FORMS

Schedule B — Statement of All Property of Debtor

Schedules B-1, B-2, B-3 and B-4 must include all property of the debtor as of the date of the filing of the petition by or against him.

Schedule B-1. — Real Property

Description and location of all real property in which debtor has an interest [including equitable and future interests, interests in estates by the entirety, community property, life estates, leaseholds, and rights and powers exercisable for his own benefit]	Nature of interest [specify all deeds and written instruments relating thereto]	Market value of debtor's interest without deduction for secured claims listed in Schedule A-2 or exemptions claimed in Schedule B-4
Charlie and Mary McDaniels 512 Cloverdale Waterloo, IA 50703	Purchase of 512 Cloverdale, Waterloo, IA Contract	$ 20,150.08
Geneva Harper 119 Mohawk Waterloo, IA 50703	Purchase of 119 Mohawk, Waterloo, IA Contract	2,854.71
John and Luella Bergmeier 612 Locust LaPorte City, IA 50651	Purchase of 612 Locust, LaPorte City, IA Contract	28,479.03
Mark O'Donnell and Thomas Biddlecombe 1122 Royal Dr. Cedar Falls, IA 50613	Purchase of 1122 Royal Dr., Cedar Falls, IA Contract	37,900.00
Robert DeHart 301 Candlewick Rd. Waterloo, IA 50703	Purchase 301 Candlewick, Waterloo, IA Contract	
2204 Valley Park Dr. Cedar Falls, IA 50613	Titleowner - Homestead foreclosed on by First Federal Savings Bank, holding now under right of redemption until February, 1985 (108,000.00)	80,000.00 t 95,000.00
R.R. 1 Delhi, Iowa	Titleowner - mortgages to Home Savings and Loan approx. $7,500.00, Peoples Federal Savings & Loan $18,000.00, Robert L. Rausch $6,000.00, IRS Lien $18,000.00	45,000.00 t 50,000.00
	Total	214,383.82

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA
DEC 14 1984
BARBARA A. EVERLY, CLERK

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:

RONALD P. McGEE
dba McGee & Ott Investments,
a partnership
MARY LOU McGEE

Debtor

BANKRUPTCY NO.

84-02359

ORDER Appointing Interim Trustee and Approving Standing Bond

The above entitled case having been filed this date;

IT IS ORDERED that MICHAEL C. DUNBAR, Attorney at Law, P. O. Box 1377, Waterloo, Iowa 50704 shall be and he is hereby appointed Interim Trustee and his standing bond is approved.

ORDERED December 14, 1984

Wm. W. Thinnes

WILLIAM W. THINNES
Bankruptcy Judge

Copy to: Interim Trustee;
& Atty for Debtor; Debtor;
mailed December 18, 1984

Rhonda Hansen
Deputy Clerk

Acceptance Form to Interim Trustee

O 72A
Rev. 8/82)

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

MAR 04 1985

FILING FEE PAID
BARBARA A. EVERLY, CLERK

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA - EASTERN DIVISION

In Re: Ronald P. McGee, d/b/a McGee & Ott Investments, a partnership and Mary Lou McGee, Debtors	FIRST AMENDMENT TO DEBTORS JOINT PETITION
	Case No. 84-02359

COMES NOW the Debtors, Ronald P. McGee, d/b/a McGee & Ott Investments, a partnership and Mary Lou McGee, and hereby Amends Schedule A-3-Creditors Having Unsecured Claims Without Priority, Schedule B-2-Personal Property, and Schedule B-4-Property Claimed Exempt, by adding and amending said schedules as follows:

I. Schedule A-3 Creditors Having Unsecured Claims Without Priority by adding the following Creditor: Readers Digest, c/o C.P.S., P.O. Box 927, Fort Wayne, Indiana 46801 $61.83

II. Schedule B-2-Personal Property by setting forth the list of Household goods, supplies and furnishings under Subsection c thereof and by adding an item of equipment used in business under Subsection k thereof:

c. Household goods, supplies and furnishings: rocking chair $50.00, couch and chairs $150.00, 2 reclining chairs $150.00, 4 end tables $80.00, kitchen table and chairs $100.00, 1 desk and chair $100.00, 3 lamps $75.00, 2 refrigerators $160.00, 3 stools $45.00, silverware $95.00, toaster, mixer, electric knife $40.00, dishes $95.00, pots and pans $75.00, couch and footstool $75.00, 1 bedroom set $175.00, bed and dresser $75.00, bed and dresser $100.00, 1 television set $100.00, 1 radio $25.00, 1 davenport $60.00, 6 stools $50.00, 6 chairs $120.00, 1 davenport $25.00, 4 end tables $80.00, 1 china hutch $100.00, 1 table with four chairs $180.00, 1 bed and dresser $100.00, 1 couch $60.00, 1 kitchen table with four chairs $60.00, 3 end tables $30.00,

1 television $50.00, 2 bunk beds $50.00, 2 single beds $20.00, 2 recliner chairs $60.00, 6 lawn chairs $40.00, 1 freezer $50.00, 1 stove $50.00, 1 microwave oven $75.00 $3,025.00

k. Tools of trade: camera 50.00

III. Schedule B-4 Property Claimed as Exempt by amending and adding the following property claimed exempt by Ronald P. McGee, d/b/a McGee & Ott Investments, a partnership and Mary Lou McGee:

A. Property Claimed Exempt by Ronald P. McGee:

1. Household goods, furnishings and appliances, Section 627.6(6), Code of Iowa (1983). 1,512.50

6. Tools of trade: camer, Section 627.10(c), Code of Iowa (1983). 50.00

B. Property Claimed Exempt by Mary Lou McGee:

1. Household goods, furnishings and appliances, Section 627.6(6), Code of Iowa (1983). 1,512.50

RAUSCH AND FERGUSON
Attorneys for Debtors
Suite 300 First National Bldg.
P.O. Box 905
Waterloo, IA 50704

by _____
Thomas J. Ferguson

We, Ronald P. McGee and Mary Lou McGee, certify under penalty of perjury that we have read the foregoing Amendment to Debtors Joint Petition, consisting of two pages, and that it is true and accurate to the best of our knowledge, information and belief.

Executed on this 25th day of February, 1985.

Ronald P. McGee

Mary Lou McGee

Copy mailed to:
Atty. for Debtor
(with copy B.R. 1009)
MAR 6 1985 RH

CERTIFICATION OF SERVICE

I, Thomas J. Ferguson of Suite 300 First National Bldg., P.O. Box 905, Waterloo, Iowa 50704 certify:

That I am, and at all times hereinafter mentioned was, more than 18 years of age;

That on the 28 day of February, 1985, I servied a copy of the First Amendment to Debtors Joint Petition on Trustee in Bankruptcy, Michael C. Dunbar, P. O. Box 1377, Waterloo, IA 50704 and Readers Digest, c/o C.P.S., P.O. Box 927, Fort Wayne, Indiana 46801, in this proceeding by enclosing said Amendment in an evelope and depositing said envelope in a United States Postal Service depository with postage fully paid and addressed to said Trustee and Creditor at:

Michael C. Dunbar, P.O. Box 1377, Waterloo, IA 50704
Readers Digest, C.P.S., P.O. Box 927, Fort Wayne, Indiana 46801

I certify under penalty or perjury that the foregoing is true and correct.

Executed on February 28, 1985.

Thomas J. Ferguson

P.O. Box 905, Waterloo, IA 50704

UNITED STATES BANKRUPTCY COURT
For the Northern District of Iowa

IN RE: Name of Debtor	BANKRUPTCY Case Number	DATE PETITION Filed
JENIFER LEE SUTHERLAND	84-02348	12-13-84
DOUGLAS ALAN KINKADE KARLA J. KINKADE, aka Karla Jo Kinkade	84-02349	12-13-84
DENNIS DALE ULFERS MARILYN JEAN ULFERS	84-02350	12-13-84
JOHN ARTHUR KUPER VIRGINIA ANN KUPER	84-02351	12-13-84
MARK JOEL STAHR JACQUE ANN STAHR	84-02352	12-14-84
GARY GAYLEN RUMMENS, aka Gary G. Rummens, aka Gary Rummens	84-02353	12-14-84
JUDY JO RUMMENS	84-02354	12-14-84
JEROLD M. WALBAUM JANA R. WALBAUM	84-02355	12-14-84
BYRON JAMES NORTE DELILAH CAROL NORTE, aka Delilah Carol Schelich	84-02356	12-14-84
LOREN DOUGLAS REESE, Jr., dba Double R Farms LINDA MAE REESE	84-02357	12-14-84
JOHN WAYNE COLE PATRICIA ANN COLE	84-02358	12-14-84
X RONALD P. MCGEE, dba McGee & Ott Investments, a partnership MARY LOU MCGEE	84-02359	12-14-84

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA
MAR 14 1985
BARBARA A. EVERLY, CLERK

(Only the debtor whose name is checked has listed you as a creditor)

DISCHARGE OF DEBTOR

It appearing that the person whose name is marked on the above list has filed a petition commencing a case under title 11, United States Code on the date shown after his name and case number and that an order for relief was entered under chapter 7 and that no complaint objecting to the discharge of the debtor was filed within the time fixed by the court (or that a complaint objecting to discharge of the debtor was filed and, after due notice and hearing, was not sustained), it is ordered that

1. The debtor whose name is marked on the above list is released from all dischargeable debts.

2. Any judgment heretofore or hereafter obtained in any court other than this court is null and void as a determination of the personal liability of the debtor with respect to any of the following:

(a) debts dischargeable under 11 U.S.C. §523;

(b) unless heretofore or hereafter determined by order of this court to be nondischargeable, debts alleged to be excepted from discharge under clauses (2), (4) and (6) of 11 U.S.C. §523(a);

(c) debts determined by this court to be discharged under 11 U.S.C. §523(d).

3. All creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by paragraph 2 above are enjoined from instituting or continuing any action or employing any process to collect such debts as personal liabilities of the debtor whose name is marked above.

DATED: March 14, 1985

Copy mailed to: Debtors; Atty for Debtors; All creditors and parties in interest the date above shown.

WILLIAM W. THINNES
Bankruptcy Judge

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

APR 15 1985

BARBARA A. EVERLY, CLERK

REAFFIRMATION AGREEMENT

Notwithstanding my (our) adjudication as a bankrupt in the United States Bankruptcy Court, Case Number 84-02359, I (we) Ronald P. McGee and Mary Lou McGee, Debtors, the undersigned, do hereby reaffirm, promise and agree to pay to Robert L. Rausch, the sum of $6,329.08 in payments of total ~~per month commencing~~ on the 1st day of December, 1986 ~~on the date of each and every succeeding month until said sum is fully paid~~.

The undersigned promise and agree to be bound by all of the terms and conditions as set forth in the note and real estate mortgage attached hereto, marked Exhibit "A", and made a part hereof by this reference, except where inconsistent with this Agreement.

This Agreement may be rescinded at any time prior to discharge or within sixty (60) days after such agreement is filed with the Court, whichever occurs later, by giving notice of recission to the holder of such claim.

This Agreement represents a fully informed and voluntary agreement by the Debtor and does not impose an undue hardship on the debtor or a dependent of the debtor.

Dated: March 13, 1985

Ronald P. McGee, Debtor

Mary Lou McGee, Debtor

Dated: March 13, 1985

Robert L. Rausch

Copy mailed to:
Atty. for Debtor
APR 15 1985 MK

IOWA STATE BAR ASSOCIAT
Official Form No. 13.1 (Revised ... Approved, Board of Govs., 1957)

FOR THE LEGAL ... OF THIS FORM, CC... OF THE USE YOUR LAWYER

★ Notice: This form has been ... Use a non-standard ... Form No. 13.1 ... standard provisions. Use additional ... provisions.

REAL ESTATE MORTGAGE—IOWA

(Open-End: To Secure Present and Future Obligations and Advances)

This Indenture made this 11th day of June A. D. 19 84

between Ronald P. McGee and Mary Lou McGee, husband and wife, and McGee and Ott, Inc., Realtors (formerly Ron McGee & Associates, Inc.) Mortgagors

of the County of Black Hawk and the State of Iowa, and Robert L. Rousch

Mortgagee

of the County of Black Hawk and State of Iowa

WITNESSETH: That the said Mortgagors, in consideration of Six Thousand Three Hundred Twenty-nine and 08/100---------- DOLLARS

($ 6,329.08) loaned by Mortgagee, received by Mortgagors, and evidenced by the promissory note hereinafter referred to, and such additional loan or loans at the option of the Mortgagee, referred to in Paragraph 1. below, do, by these presents SELL, CONVEY AND MORTGAGE, unto the said Mortgagee Robert L. Rousch

(To create a joint tenancy for more than one Mortgagee, use appropriate words)

the following described Real Estate situated in the County of Delaware State of Iowa, to-wit:

Lot Forty Seven (47) of "Clair-View Acres at Delhi, Iowa" in Sections Twenty Three (23) and Twenty Six (26), Milo Township, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 200; same being a part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Twenty Six (26), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, except any part thereof which may be included in Warranty Deed recorded in Book 107 L.D., Page 148, in the Office of the Recorder of Delaware County, Iowa.

together with all personal property that may integrally belong to, or be or hereafter become an integral part of said real estate, and whether attached or detached (such as: light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, linoleum, water heater, water softener, automatic heating equipment and other attached fixtures), and hereby granting, conveying and mortgaging also all of the easements, servient estates appurtenant thereto, rents, issues, uses, profits and right to possession of said real estate, and all crops raised thereon from now until the debt secured thereby shall be paid in full. As to any such personal property, or fixtures, or both, a Security Interest hereby attaches thereto, as provided by the Uniform Commercial Code. (Also see footnote number 5.)

Said Mortgagors hereby covenant with Mortgagee, or successor in interest, that said Mortgagors hold clear title to said personal property, and title in fee simple to said real estate; that they have good and lawful authority to sell, convey and mortgage the same; that said premises are Free and Clear of all Liens and Encumbrances Whatsoever except as may be above stated; and said Mortgagors Covenant to Warrant and Defend the said premises and the said personal property against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises and waives all rights of exemption, as to any of said property.

CONDITIONED HOWEVER, That if said Mortgagors shall pay or cause to be paid to said Mortgagee, or his successors, or assigns, said sum of money which shall be legal tender in payment of all debts and dues, public and private, at time of payment, all at the time, piece, and upon the terms provided by one[1] promissory note of Mortgagors to Mortgagee, of even date herewith, and as may be supplemented by loans under Paragraph 1 below, and shall perform the other provisions hereof, then these presents will be void, otherwise to remain in full force and effect.

1. **OPEN-END FEATURE.**[2] This mortgage shall stand as security for said note, and for any and all future and additional advances made to the Mortgagors by the holder of said note in such amount or amounts so that the total of such future additional advances outstanding and unpaid at any one time shall not exceed $ 8000.- and Mortgagee is hereby given authority to make such future and additional advances to Mortgagors herein, upon their signed order or receipt,[3] and secured as the original obligation herein. Such limitation upon the total amount of principal shall not be considered as limiting the amounts secured hereby if for accruing interest or for any amount for any protective disbursement advanced, or that may be taxed as costs to protect the security for loan or loans made, in accordance with the terms and provisions contained in this mortgage. **THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL LOANS IN ANY AMOUNT.**

2. **TAXES.** Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against said property, or any part thereof before same become delinquent, without notice or demand; and shall procure and deliver to said Mortgagee, on or before the fifteenth day of October of each year, duplicate receipts of the proper officers for the payment of all such taxes and assessments then due.

3. **INSURANCE.** Mortgagors shall keep in force insurance, premiums therefor to be prepaid without notice or demand, against loss by fire, tornado and other hazards, casualties and contingencies as Mortgagee may require on personal property as herein referred to, and on all buildings and improvements, in companies to be approved by Mortgagee in an amount not less than the full insurable value of such personal property and improvements or not less than the unpaid balance herein, whichever amount is smaller, with such insurance payable to Mortgagors and Mortgagee, as their interests may appear. Mortgagors shall promptly deposit such policies with proper riders with the Mortgagee.

4. **REPAIRS TO PROPERTY.** Mortgagors shall keep the buildings and other improvements on said premises in as good repair and condition as same may now be or are hereafter placed, ordinary wear and tear only excepted; and shall not suffer or commit waste on or to said security.

5. **ATTORNEYS' FEES.** In case of any action, or in any proceedings in any court, to collect any sums payable or secured by this mortgage, or to protect the lien or title herein of the Mortgagee, or in any other case permitted by law in which attorney fees may be collected from Mortgagors, or charged upon the above described property, Mortgagors agree to pay reasonable attorney fees.

Copyright 1955 by The Iowa State Bar Association

6. **CONTINUATION OF ABSTRACT** vent of any default herein by Mortgagors, Mortgagee may, at the ise of Mortgagors procure an abstract of title, or continua hereof, for said premises, and charge and add to the mortgage the cost of such abstract or continuation with interest upon such expense at the highest legal rate applicable to a natural person; or if the Mortgagor is a corporation, then at the default rate provided in the note secured hereby.

7. **ADVANCES OPTIONAL WITH MORTGAGEE.** It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, Mortgagee (whether electing to declare the whole mortgage due and collectible or not), may (but need not) effect the insurance above provided for, and need not, but may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon at the highest legal rate applicable to a natural person (or if the Mortgagor is a corporation, then at the default rate provided in the note secured hereby) from time of payment shall be a lien against said premises.

8.1. **ACCELERATION OF MATURITY AND RECEIVERSHIP.** It is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, or any other advance or obligation which may be secured hereby or any agreed protective disbursement, such as taxes, special assessments, insurance and repairs, or if Mortgagors shall suffer or commit waste on or to said security, or if there shall be a failure to comply with any and every condition of this mortgage, then, at the option of the Mortgagee, said note and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due and shall become collectible at once by foreclosure or otherwise after such default or failure, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the Mortgagee, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest, such sums in default secured by this mortgage shall draw interest at the highest legal rate applicable to a natural person; or if the Mortgagor is a corporation, then at the default rate provided in the note secured hereby.

8.2. **SIX MONTHS' AND 60 DAY PERIOD FOR REDEMPTION.** It is further agreed that if this mortgage covers less than 10 acres of land, and in the event of the foreclosure of this mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to 6 months provided the Mortgagee, in such action files an election to waive any deficiency judgment against the Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628, Code of Iowa. It is further agreed that the period of redemption after a foreclosure of this mortgage shall be reduced to 60 days if all of the three following contingencies develop: (1) The mortgaged real estate herein is less than 10 acres in size; (2) the Court finds affirmatively that said real estate has been abandoned by the owners and those persons personally liable under this mortgage at the time of such foreclosure; and (3) the Mortgagee in such action files an election to waive any deficiency judgment against the Mortgagors or their successor in interest in such action. If the redemption period is so reduced, the Mortgagors or their successors in interest or the owner shall have the exclusive right to redeem for the first 30 days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Code shall be reduced to 40 days. Entry of appearance by pleading or docket entry by or on behalf of the Mortgagors shall be a presumption that the property is not abandoned. Any such short redemptive period shall be consistent with all of the provisions of Chapter 408, 62nd G. A., amending Chapter 628, Code of Iowa.

9. **DEFINITION OF TERMS.** Unless otherwise expressly stated the word "Mortgagors", as used here, includes successors in interest of such "Mortgagors"; the "Mortgagee", as used herein, unless otherwise expressly stated, includes the successors in interest of such "Mortgagee". All words referring to "Mortgagor" or "Mortgagee" shall be construed to be of the appropriate gender and number, according to the context. This construction shall include the acknowledgment hereof.

10. **The address of the Mortgagee is** Suite 300 First National Building
(Street and Number)
Waterloo, Iowa 50703
(City) (State) (Zip Code) (See last sentence of Section 447.9 I.C.A.)

11. **ADDITIONAL PROVISIONS.** The following additional provisions are hereby incorporated herein: **(Insert date of final payment if desired)** The date of the final payment of the principal obligation herein, the one promissory note above referred to is
(Date)

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands the day and year first above written.

McGEE & OTT, INC., Realtors

Ronald P. McGee, President

Michael R. Ott, Sec.-Treasurer

Ronald P. McGee, Individually

Mary Lou McGee, Individually

Mortgagors

STATE OF IOWA, BLACK HAWK COUNTY, ss:

On this 11th day of June A. D. 19 84, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ronald P. McGee and Mary Lou McGee

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, BLACK HAWK COUNTY, ss:

On this 11th day of June, A.D. 19 84, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ronald P. McGee and Michael R. Ott, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary-Treasurer, respectively, of said corporation executing the within and foregoing instrument **to which this is attached,** that (no seal has been procured by the said) corporation; that said instrument was signed **(and sealed)** on behalf of ~~(the seal affixed thereto is the seal of said)~~ said corporation by authority of its Board of Directors; and that the said President and Secretary-Treasurer as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for said County and State.

IOWA STATE BAR ASSOCIATION
Official Form No. 12 (Cross-Mark Registered, State of Iowa, 1967)
Current January, 1981

IOWA STATE BAR ASSOCIATION
OFFICIAL FORM No. 15 (Trade-Mark Registered, State of Iowa, 1967)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

PROMISSORY NOTE

$6,329.08 June 11th, 1984

FOR VALUE RECEIVED, the undersigned, each as principal, jointly and severally, promise(s) to pay to the order of Robert L. Rausch

at Suite 300 First National Building, Waterloo, Iowa, the sum of Six Thousand Three Hundred Twenty-nine and 08/100---------- DOLLARS

with interest thereon from June 1, 1984, payable annually or December 1, 1986 at the rate of 6 per cent per annum until payment hereof, as follows: All principal and interest to be paid on December 1, 1986.

Interest, payable as aforesaid, shall first be deducted from the payment; any balance thereof to be applied on principal.
Principal and interest not paid when due shall draw interest at the rate of 11% per annum payable as aforesaid. Upon default in payment of any interest, or any installment of principal, the whole amount then unpaid shall become due and payable forthwith, at the option of the holder, without notice. The undersigned, in case of suit hereon, agrees to pay attorney's fees.
Makers, endorsers and sureties waive demand of payment, notice of non-payment, protest and notice thereof. Sureties, endorsers and guarantors agree to all of the provisions of this note, and consent that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

Address 2515 Falls Avenue, Waterloo, IA

Phone 233-3357

Ronald P. McGee, Individually

Mary Lou McGee, Individually

McGee & Ott, Inc., Realtors

Ronald P. McGee, President

Michael R. Ott, Secretary-Treasurer

09161—Revised 5/79

15. PROMISSORY NOTE
This Printing: September, 1980

DECLARATION OF ATTORNEY FOR DEBTOR

I, Robert L. Rausch, the Attorney for the Debtor in the above captioned bankruptcy proceeding, declare that I represented the Debtor during the negotiation of the foregoing agreement, and that the said agreement represents a fully informed and voluntary agreement by the Debtor, and that the agreement does not impose an undue hardship on the Debtor or the dependants of the Debtor.



Robert L. Rausch
Attorney for the Debtor

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

APR 15 1985

BARBARA A. EVERLY, CLERK

REAFFIRMATION AGREEMENT

Notwithstanding my (our) adjudication as a bankrupt in the United States Bankruptcy Court, Case Number 84-02359, I (we) Ronald P. McGee and Mary Lou McGee, Debtors, the undersigned, do hereby reaffirm, promise and agree to pay to Mid-America Savings Bank, fka Home Savings and Loan Association, the sum of $5,621.80 in payments of $143.78 $14.38 for March per month commencing 1st day of April, 1985 and on like date of each and every succeeding month until said sum is fully paid.

The undersigned promise and agree to be bound by all of the terms and conditions as set forth in the note and real estate mortgage attached hereto, marked Exhibit "A", and made a part hereof by this reference, except where inconsistent with this Agreement.

This Agreement may be rescinded at any time prior to discharge or within sixty (60) days after such agreement is filed with the Court, whichever occurs later, by giving notice of recission to the holder of such claim.

This Agreement represents a fully informed and voluntary agreement by the Debtor and does not impose an undue hardship on the debtor or a dependent of the debtor.

Dated: 3-14-85

Ronald P. McGee, Debtor

Mary Lou McGee, Debtor

Robert L. Rausch, Debtors Attorney

Dated: 3-14-85

MID-AMERICA SAVINGS BANK

by

Copy mailed to:
Atty. for Debtor
APR 15 1985 mk

REAL ESTATE MORTGAGE

(OPEN END)

THIS INDENTURE made this 23rd day of May A.D., 19 78

Between Ronald P. McGee and Mary Lou McGee,

husband and wife, Mortgagors

of the County of Delaware, and State of Iowa, and HOME SAVINGS AND LOAN ASSOCIATION,

Mortgagee, of the County of Black Hawk, and State of Iowa, 420 West Fourth Street, Waterloo, Iowa 50701.

WITNESSETH: That the said Mortgagors in consideration of

Seventeen Thousand Two Hundred Fifty Three and 60/100 DOLLARS

($17,253.60) loaned by Mortgagee, received by Mortgagors and evidenced by the promissory note hereinafter referred to, and such additional loan or loans at the option of the Mortgagee, referred to in Paragraph 1, below, do, by these presents SELL, CONVEY, and MORTGAGE, unto HOME SAVINGS AND LOAN ASSOCIATION, its successors and assigns forever, the following described Real Estate, to-wit:

Lot Forty Seven (47) of "Clair-View Acres at Delhi, Iowa" in Sections Twenty Three (23) and Twenty Six (26), Milo Township, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 200; same being a part of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty Six (26), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, from the date of the filing of the plat on the 12th day of July, 1971 to the 26th day of September, 1974 at 8:00 o'clock A.M.

together with all property that may integrally belong to, or be, or hereafter become an integral part of said real estate, and whether attached or detached (that is, elevators, escalators, incinerators, heating and air conditioning apparatus, communication system, plumbing and electrical system, pumps and pump motors, built-in washer and dryer, ceiling and attic fans, dishwasher, garbage disposal, water heater, water softener, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, linoleum, carpets nailed or affixed to the realty or used on unfinished floors and all other attached fixtures) and hereby granting, conveying and mortgaging also all of the easements, servient estates, appurtenances thereto, rents, issues, uses, profits and right to possession of said real estate, and all crops raised thereon from now until the debt secured thereby shall be paid in full.

Said Mortgagors hereby covenant with Mortgagee, or successor in interest, that said Mortgagors hold said real estate by title in fee simple, that they have good and lawful authority to sell, convey and mortgage the same; that said premises are Free and Clear of all Liens and Encumbrances Whatsoever except as may be above stated, and said Mortgagors Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises, and waives any rights of exemption, as to any of said property.

CONDITIONED, HOWEVER, That if said Mortgagors shall pay or cause to be paid to said Mortgagee, or its successor, or assigns, said sum of money which shall be legal tender in payment of all debts and dues, public and private, at time of payment, all at the time, place, and upon the terms provided by one promissory note of Mortgagors to Mortgagee, of even date herewith, and as may be supplemented by loans under Paragraph 1 below, and shall perform the other provisions hereof, then these presents will be void, otherwise to remain in full force and effect.

1. OPEN-END FEATURE. This mortgage shall stand as security for and note and for any and all future advances made by the holder of said note to the Mortgagors, in any amount so that the total principal herein does not exceed $ 10,000.00 and Mortgagee is hereby given authority to make any such additional advances to Mortgagors herein, upon their signed order or receipt, and secured as the original obligation herein. Such limitation upon the total amount of principal shall not be considered as limiting the amounts secured hereby if for accruing interest or for any amount advanced or taxed as costs to protect the security for loan or loans made, in accordance with the terms and provisions contained in this mortgage. This paragraph shall not constitute a commitment to make any additional loans in any amount.

2. TAXES. Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against said property, or any part thereof, before same become delinquent, without notice or demand; and shall procure and deliver to said Mortgagee, on or before the tenth day of April of each year, duplicate receipts of the proper officers for the payment of all such taxes and assessments then due.

3. PROPERTY INSURANCE. Mortgagors agree to keep the mortgaged premises insured in the amount of the mortgage in a company or companies acceptable to the Mortgagee during the life of the mortgage, loss, if any, payable to the Mortgagee as its interests shall appear and such policy or policies shall be deposited with Mortgagee at the Mortgagee's option. The type of policy to be furnished shall be as follows:

(A) On owner occupied dwellings, coverage equivalent to a Homeowners B policy with special building endorsement, Homeowners 3 and 4 policy (Ed. 6-63) or Homeowners 3 policy (Ed. 10-68).

(B) On non-owner occupied dwellings coverage equivalent to fire, extended coverage, vandalism and malicious mischief with forms 49S (Ed. 10-68) and form 49T (Ed 4-62). Or if Mortgagors are unable to obtain this coverage, then fire, extended coverage, vandalism and malicious mischief with form 49D (Ed. 10-68) and form 49E (Ed. 6-58).

(C) On commercial buildings coverage should be fire, extended coverage, vandalism and malicious mischief with form 61S (Ed. 1-68).

☐ (D) Mortgagor will purchase at the inception of loan, and keep in force, flood insurance on the mortgaged premises in the amount of the mortgage, or the maximum available, in a company, or companies, acceptable to the Mortgagee, and the Mortgagor will pay the premiums when due.

☐ 4. MORTGAGE INSURANCE. Mortgagor will purchase at inception of loan, and keep in force, insurance with a private mortgage insurance company of Mortgagee's choice, insuring up to 25% of the principal balance of this loan until paid, and such policy will be left with the Mortgagee and the Mortgagor will pay the premiums when due.

5. TAX AND INSURANCE ESCROW. In addition to the above payments, the Mortgagors further agree to pay to the Mortgagee monthly, if now or hereafter requested by Mortgagee, 1/12th of the estimated annual general and special taxes against the real estate and the premiums on the insurance policies insuring the mortgaged premises such estimate being made by Mortgagee. The Mortgagee shall make said funds available for the payment of taxes and insurance, or may pay such funds directly for taxes and insurance, and if there shall be a deficiency in said fund, such deficiency shall be paid by the Mortgagors to the Mortgagee in time to pay the taxes and insurance premiums.

6. REPAIRS TO PROPERTY. Mortgagors shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed, ordinary wear and tear only excepted, and shall not suffer or commit waste on or to said security.

FILE No. 104-3226	FILED FOR RECORD THE	31	DAY OF	STATE OF IOWA, DELAWARE COUNTY	
RECORDING FEE $ 4.50	May	, 19 78 AT	9:47	Joan Sheppard	, Recorder
TRANSFER FEE $	O'CLOCK A. M. BOOK		PAGE 102	By CM 30 131	, Deputy

HOUSING RENOVATION AND MODERNIZATION LOAN

As made under Title I of National Housing Act, as amended to June 3, 1939

No. 04 00 00013

Waterloo, Iowa, May 23, 19 78

$ 17,253.60 Amount

$ 143.78 Monthly Installment

On or before June, 19 88, for value received, I (we), the undersigned, jointly and severally promise to pay to the order of HOME SAVINGS & LOAN ASSOCIATION, at its office in the City of Waterloo, Iowa, the principal sum of Seventeen Thousand Two Hundred Fifty Three and 60/100---------- DOLLARS ($ 17,253.60)

in lawful money of the United States of America in 120 equal monthly installments (subject to adjustment on the final installment), the first installment of $ 143.78 to be due and payable on the 7 th day of July, 19 78, and a like sum to be payable on the 7 th day of each calendar month thereafter until the principal sum and all addition indebtedness, evidenced hereby is paid in full.

In the event of default for any reason whatsoever in the prompt and punctual payment of any installment of the principal sum, the holder of this note shall have the option of immediately declaring the entire unpaid balance hereunder due and payable, in which case the undersigned agrees to pay: (1) A late charge of 5 percent of each installment more than 10 days in arrears, or (2) At the option of the holder hereof, interest on each past-due installment at the rate of 12 percent per annum.

In case the maker or makers of this note shall have procured the acceptance hereof by the above named payee through fraud or misrepresentation, the holder hereof shall be privileged to immediately declare the entire unpaid balance hereunder due and payble.

Any holder of this note may accept payment in full of this note or payments on the principal indebtedness evidenced hereby in even multiples of said principal, at any time, and in case of such prepayment, the holder shall rebate to the maker, as unearned portion of the finance charge computed in accordance with the rule of 78's provided that the holder of this note will in any event retain $5.00 of the finance charge. In no case shall the total amount of the payments provided for in this note for interest and/or discount and/or handling charge exceed the total charges authorized, at the date of this note, by the Federal Housing Administration, Washington, D.C., for such items. Adjustments, if any, made necessary by this paragraph shall be made at the time of payment of the last installment of this note.

Each of the undersigned hereby authorizes HOME SAVINGS & LOAN ASSOCIATION to: (1) date this note as of the day when the loan evidenced hereby is made; (2) complete any blank spaces in this note according to the terms upon which it grants the loan relative hereto, and (3) cause the signature(s) of one or more co-makers, in addition to the original number, to be added at any time or times hereto, and to do so with or without notice to any of the undersigned who hereby consent thereto and acknowledge that such may be done without affecting the (joint and several) obligation of the undersigned, as hereinbefore set forth.

The makers, sureties, endorsers and guarantors hereof severally waive demand of payment, notice, protest, and notice of protest of this note, and severally agree that if suit be instituted to make collection hereof the costs and expenses thereof, including a reasonable attorney's fee shall be recovered by the holder thereof.

	SIGNATURES *(write in full)*	ADDRESSES *(give complete residential address)*
(1) *BORROWER*	Ronald P. McGee	2421 Willow Lane, Cedar Falls, Ia.
(2) *CO-BORROWER*	Mary Lou McGee	2421 Willow Lane, Cedar Falls, Ia.

MEMORANDUM

This note is given for funds to be used by the borrower under the Modernization Credit Plan set out in the "National Housing Act" effective as Federal law June 27, 1934, as amended to June 3, 1939, effective July 1, 1939, and as administered by the Federal Housing Administration. Said funds are to be used on property located at.....

7. ATTORNEYS FEES. In case of any action, or in any proceedings in any court, ect any sums payable or secured by this mortgage, or to protect the lien or title hereof, the Mortgagee, or in any other case permitted by law in which attorney fees may be collected from Mortgagors, or charged upon the above described property, they agree to pay reasonable attorney fees.

8. CONTINUATION OF ABSTRACT. In event of any default herein by Mortgagors, Mortgagee may, at the expense of Mortgagors, procure an abstract of title, or continuation thereof, for said premises, and charge and add to the mortgage debt the cost of such abstract or continuation with interest upon such expense at the highest legal rate.

9. ADVANCES OPTIONAL WITH MORTGAGEE. It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, Mortgagee, (whether electing to declare the whole mortgage due and collectible or not), may (but need not) effect the insurance above provided for, and need not, but may and is hereby authorized to pay said taxes and special assessments, irregularities in the levy or assessment of said taxes being expressly waived and all such payments with interest thereon at the highest legal rate from time of payment shall be a lien against said premises.

10. ACCELERATION OF MATURITY AND RECEIVERSHIP. And it is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, or any other advance or obligation which may be secured hereby or any agreed protective disbursement, such as taxes, special assessments, insurance and repairs, or if Mortgagors shall suffer or commit waste on or to said security, or if there shall be a failure to comply with each and every condition of this mortgage, then, at the option of the Mortgagee, said note and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due and become collectible at once by foreclosure or otherwise after such default or failure, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the Mortgagee, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said Mortgagors only for the net profits after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest, such sums in default secured by this mortgage shall draw interest at the highest legal rate.

If the mortgaged premises are less than ten acres in size, Mortgagors hereby agree that in the event of foreclosure of this mortgage the period of redemption after sale on foreclosure shall be six months, providing Mortgagee in said foreclosure action waives any right to a deficiency judgement against Mortgagors arising out of said foreclosure. If the mortgaged premises are less than 10 acres in size and in the event that on foreclosure the court finds that the premises have been abandoned by the owners and those persons personally liable under this mortgage at the time of such foreclosure and in the further event that Mortgagee waives any deficiency judgment against the Mortgagors or their successors in interest, the period of redemption after sale on foreclosure shall be 60 days.

11. CONDEMNATION. If at any time all or any portion of the above-described mortgaged property shall be taken or damaged by condemnation proceedings under the power of eminent domain, all compensation awarded shall be paid directly to the Mortgagee and applied on the indebtedness hereby secured.

12. THIS MORTGAGE shall be due in any event as to principal balance and accumulated interest on the 7 th day of June, 1988.

13. IN THE EVENT the premises encumbered by this mortgage are sold by the Mortgagors, Home Savings and Loan Association may declare the entire balance owing to be due and payable at once by giving notice of such intention to the purchaser by certified mail within thirty (30) days after it receives actual notice of the sale.

14. DEFINITION OF TERMS. Unless otherwise expressly stated, the word "Mortgagors", as used herein, includes heirs, executors, administrators, assigns and successors in interest of such "Mortgagors", the word "Mortgagee", as used herein, unless otherwise expressly stated, includes the assigns and successors in interest of such "Mortgagee". All words referring to "Mortgagors" or "Mortgagee" shall be construed to be of the appropriate gender and number, according to context. This construction shall include the acknowledgment hereof.

15. No "fixtures," as defined by Iowa law, shall be affixed to the premises without the prior approval of Home Savings and Loan Association. Said approval shall be contingent on the fixture financer's written agreement to subordinate any lien arising out of transactions between said financer and borrower to the lien arising out of this agreement. Borrower agrees to indemnify and hold harmless Home Savings and Loan Association for any loss or injury occasioned by borrower's failure to comply with this provision. If this is a construction loan, this applies subsequent to the period of construction.

16. ADDITIONAL PROVISIONS.

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands the day and year first above written.

Ronald P. McGee

Mary Lou McGee

Mortgagors

STATE OF IOWA
COUNTY OF Black Hawk) ss.

On this 23rd day of May A.D. 19 78 before me, the undersigned, personally appeared Ronald P. McGee and Mary Lou McGee, husband and wife,

to me 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.

Mary L. Hull
Mary L. Hull
(name)
Notary Public in and for the State of Iowa

IOWA MORTGAGE
No. 104-32[illegible]

MORTGAGE

From
Ronald P. McGee and Wife

To
HOME SAVINGS AND LOAN ASSOCIATION

Filed for record the [illegible] day of [illegible], A. D., 19[illegible] at [illegible] o'Clock [illegible] M., and recorded in Book [illegible] of Mortgages on Page [illegible] of [illegible] County Records.

$4.50

Recorder

By , Deputy

WHEN RECORDED RETURN TO
HOME SAVINGS AND LOAN ASSOCIATION
6804 University, Box 398
Cedar Falls, Ia 50613

DECLARATION OF ATTORNEY FOR DEBTOR

I, Robert L. Rausch, the Attorney for the Debtor in the above captioned bankruptcy proceeding, declare that I represented the Debtor during the negotiation of the foregoing agreement, and that the said agreement represents a fully informed and voluntary agreement by the Debtor, and that the agreement does not impose an undue hardship on the Debtor or the dependants of the Debtor.

Robert L. Rausch
Attorney for the Debtor

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

APR 15 1985

BARBARA A. EVERLY, CLERK

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE: Ronald P. McGee and Mary Lou McGee, Debtors) BANKRUPTCY NO. 84-02359
) REAFFIRMATION AGREEMENT

THIS AGREEMENT made and entered into this 13 day of March, 1985, by and between Ronald P. McGee and Mary Lou McGee, hereinafter referred to as "Debtor", and Midway Bank & Trust of Cedar Falls, Iowa, hereinafter referred to as "Creditor".

WHEREAS, the Debtor on December 14, 1984, filed a Petition for Relief under 11 U.S.C., Chapter 7, Case No. 84-02359, and

WHEREAS, the Debtor executed Promissory Notes in favor of Midway Bank & Trust of Cedar Falls, Iowa, on July 11, 1984, and December 23, 1982, and

WHEREAS, payment of the debt evidenced by said Notes are secured by a Financing Statement filed September 14, 1981, and Security Agreements executed by Debtor on December 23, 1982, and May 13, 1983, and

WHEREAS, Creditor is the holder of said Promissory Notes, Financing Statement and Security Agreements is entitled to enforce the terms thereof, and

WHEREAS, the Debtor desires to reaffirm the terms and obligations of said Promissory Notes, Financing Statement and Security Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is hereby agreed to by and between the parties as follows:

1. Debtor hereby reaffirms the debt owed to Creditor as evidenced by that certain Promissory Note #43913 executed by the Debtor on December 23, 1982, in the original principal amount of Nine Thousand Nine Hundred Twenty-Three Dollars and no/100 ($9,923.00), and reaffirms $6,500.00 of the principal amount of Promissory Note #47818 executed by the Debtor on July 11, 1984, in the original principal amount of Fifteen Thousand Sixty-Four Dollars and 51/100 ($15,064.51), and Debtor hereby reaffirms the terms and conditions of those

Copy mailed to:
Atty. for Debtor
APR 15 1985 mk

certain Financing Statement and Security Agreements dated September 11, 1984, December 23, 1982, and May 13, 1983. (Copies of which Notes, Financing Statement and Security Agreement are attached hereto and made a part hereof as Exhibits "A", "B", "C" and "D".)

2. That as of the 20th day of March, 1985, there was due and owing on said Note #43913 the unpaid principal amount of $5,593.55, plus accrued interest of $2.15.

3. That the value of the property securing said Note #43913 is Seven Thousand Nine Hundred Twenty-Five Dollars and no/100 ($7,925.00).

4. That as of the 20th day of March, 1985, there was due and owing on said Note #47818 the unpaid principal amount of $15,064.51, plus accrued interest.

5. That the value of the property securing said Note #47818 is estimated to be Seven Thousand Dollars ($7,000.00).

6. That the Creditor is willing to reaffirm this debt for the 1983 Oldsmobile, 1979 Ford, 1975 Mark Twain Boat and Motor, and 1977 Easy-ride Boat Trailer for the sum of $12,095.70.

7. That following the initial principal reduction of $1,000.00, the payments on the renegotiated loan will be $385.15 per month as the principal bears interest at the rate of 15% per annum computed daily.

8. That evidence of the renegotiated loan with Midway Bank & Trust and the security interest is attached hereto by way of the following documents as Exhibits "E", "F", "G" and "C":

("E") A copy of the Promissory Note which includes the Truth-in-Lending Disclosure and Security Agreement, and

("F") A copy of the certificate of title to the 1983 Oldsmobile, and

("G") A copy of the certificate of title to the 1979 Ford, and

("C") Financing Statement filed 9-14-85 on the boat, motor and trailer.

9. That Debtor and Creditor agree that all the terms and conditions of said renegotiated Note, Financing Statement and Security Agreement are made part of this Reaffirmation Agreement.

10. That the terms and conditions of said renegotiated Note, Financing Statement and Security Agreement shall continue in full force and fact, as if the Debtor had not filed a Petition for Relief under Title 11, U.S.C., Chapter 7.

11. IT IS UNDERSTOOD THAT THE DEBTOR IS NOT REQUIRED TO REAFFIRM THIS DEBT AND THAT THE DEBTOR HAS ENTERED INTO THIS REAFFIRMATION AGREEMENT VOLUNTARILY. FURTHER, NO DIRECT OR INDIRECT PROMISES HAVE BEEN MADE BY CREDITOR WITH RESPECT TO OR INDUCE DEBTOR TO ENTER INTO THIS REAFFIRMATION AGREEMENT.

12. THE DEBTOR MAY RESCIND THIS REAFFIRMATION AGREEMENT BY NOTIFYING CREDITOR IN WRITING WITHIN 60 DAYS AFTER THE DATE THIS AGREEMENT IS FILED WITH THE BANKRUPTCY COURT OR AT ANY TIME PRIOR TO ENTRY OF DISCHARGE, WHICHEVER OCCURS LATER.

WHEREFORE, the parties have set their hands hereto the date first above written.

Ronald P. McGee, Debtor

Mary Lou McGee, Debtor

MIDWAY BANK & TRUST OF CEDAR FALLS, IOWA

BY
Darrel E. Wilken, Sr. Vice President

Attorney for the Debtors

IOWA STATE BAR ASSOCIATION
Official Form No. 13.1 (Trade-Mark Registered, State of Iowa, 1967)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

★ Note: This form has clauses for a one mortgagor and a two mortgagor mortgage. Use official Form No. 13.2 for the married person mortgage.

REAL ESTATE MORTGAGE—IOWA

(Open-End: To Secure Present and Future Obligations and Advances)

This Indenture made this _____ day of _____ A. D. 19____

between RONALD P. McGEE AND MARY LOU McGEE, husband and wife

Mortgagors

of the County of Black Hawk and the State of Iowa, and MIDWAY BANK & TRUST

Mortgagee

of the County of Black Hawk, and State of Iowa

WITNESSETH: That the said Mortgagors, in consideration of TWELVE THOUSAND NINETY-FIVE DOLLARS AND 70/100 ---------- DOLLARS

($ 12,095.70***) loaned by Mortgagee, received by Mortgagors, and evidenced by the promissory note hereinafter referred to, and such additional loan or loans at the option of the Mortgagee, referred to in Paragraph 1. below, do, by these presents SELL, CONVEY AND MORTGAGE, unto the said Mortgagee MIDWAY BANK & TRUST

(To create a joint tenancy for more than one Mortgagee, use appropriate words)

the following described Real Estate situated in the County of Delaware, State of Iowa, to-wit:

Lot Forty-seven (47) of Clair-View Acres at Delhi, Iowa in Sections Twenty-three (23) and Twenty-six (26), Milo Township, Delaware County, Iowa, according to plat recoded in Book 2 Plats, Page 200; same being a part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Twenty-six (26), Township Eighty-eight (88) North, Range Five (5), West of the Fifth Principal Meridian, from the date of the filing of the plat on the 12th day of July, 1971 to the 26th day of September, 1974, at 8:00 A.M.

It is agreed that in the event mortgagors sell, transfer or assign the real estate described herein, then at the option of the mortgagee the note secured hereby, any advances and the entire indebtedness shall be due and payable. However, if the purpose of this loan is to enable the mortgagor to purchase a single-family or two-family dwelling for his or her residence and mortgagor transfers his or her interest in said property to a third party for use by the third party as his or her residence, then the preceding sentence shall not apply, unless mortgagee, on reasonable grounds believes that its security interest or the likelihood of repayment is impaired, based solely on criteria which is not more restrictive than that used to evaluate a new mortgage loan application, in which case the mortgagee may accelerate the loan, or to offset any such impairment, may adjust the interest rate, the repayment schedule or the term of the loan.

together with all personal property that may integrally belong to, or be or hereafter become an integral part of said real estate, and whether attached or detached (such as, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, linoleum, water heater, water softener, automatic heating equipment and other attached fixtures), and hereby granting, conveying and mortgaging also all of the easements, servient estates appurtenant thereto, rents, issues, uses, profits and right to possession of said real estate, and all crops raised thereon from now until the debt secured thereby shall be paid in full. As to any such personal property, or fixtures, or both, a Security Interest hereby attaches thereto, as provided by the Uniform Commercial Code. (Also see footnote number 5.)

Said Mortgagors hereby covenant with Mortgagee, or successor in interest, that said Mortgagors hold clear title to said personal property, and title in fee simple to said real estate; that they have good and lawful authority to sell, convey and mortgage the same; that said premises are Free and Clear of all Liens and Encumbrances Whatsoever except as may be above stated; and said Mortgagors Covenant to Warrant and Defend the said premises and the said personal property against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises and waives all rights of exemption, as to any of said property.

CONDITIONED HOWEVER, That if said Mortgagors shall pay or cause to be paid to said Mortgagee, or his successors, or assigns said sum of money which shall be legal tender in payment of all debts and dues, public and private, at time of payment, all at the time, place, and upon the terms provided by one[3] promissory note of Mortgagors to Mortgagee, of even date herewith, and as may be supplemented by loans under Paragraph 1 below, and shall perform the other provisions hereof, then these presents will be void, otherwise to remain in full force and effect.

1. **OPEN-END FEATURE.**[2] This mortgage shall stand as security for said note, and for any and all future and additional advances made to the Mortgagors by the holder of said note in such amount or amounts so that **the total of such future additional advances outstanding and unpaid at any one time shall not exceed** $ 250,000.00*** and Mortgagee is hereby given authority to make such future and additional advances to Mortgagors herein, upon their signed order or receipt,[3] and secured as the original obligation herein. Such limitation upon the total amount of principal shall not be considered as limiting the amounts secured hereby if for accruing interest or for any amount for any protective disbursement advanced, or that may be taxed as costs to protect the security for loan or loans made, in accordance with the terms and provisions contained in this mortgage. **THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL LOANS IN ANY AMOUNT.**

2. **TAXES.** Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against said property, or any part thereof before same become delinquent, without notice or demand; and shall procure and deliver to said Mortgagee, on or before the fifteenth day of October of each year, duplicate receipts of the proper officers for the payment of all such taxes and assessments then due.

3. **INSURANCE.** Mortgagors shall keep in force insurance, premiums therefor to be prepaid without notice or demand, against loss by fire, tornado and other hazards, casualties and contingencies as Mortgagee may require on personal property as herein referred to, and on all buildings and improvements, in companies to be approved by Mortgagee in an amount not less than the full insurable value of such personal property and improvements or not less than the unpaid balance herein, whichever amount is smaller, with such insurance payable to Mortgagors and Mortgagee, as their interests may appear. Mortgagors shall promptly deposit such policies with proper riders with the Mortgagee.

4. **REPAIRS TO PROPERTY.** Mortgagors shall keep the buildings and other improvements on said premises in as good repair and condition as same may now be or are hereafter placed, ordinary wear and tear only excepted; and shall not suffer or commit waste on or to said security.

5. **ATTORNEYS' FEES.** In case of any action, or in any proceedings in any court, to collect any sums payable or secured by this mortgage, or to protect the lien or title herein of the Mortgagee, or in any other case permitted by law in which attorney fees may be collected from Mortgagors, or charged upon the above described property, Mortgagors agree to pay reasonable attorney fees.

Copyright 1955 by The Iowa State Bar Association
Current January, 1981

6. **CONTINUATION OF ABSTRACT.** It [illegible] of any default herein by Mortgagors, Mortgagee may, at the er [illegible] of Mortgagors procure an abstract of title, or continuation [illegible] of, for said premises, and charge and add to the mortgage de[illegible], cost of such abstract or continuation with interest upon such expense at the highest legal rate applicable to a natural person; or if the Mortgagor is a corporation, then at the default rate provided in the note secured hereby.

7. **ADVANCES OPTIONAL WITH MORTGAGEE.** It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, Mortgagee (whether electing to declare the whole mortgage due and collectible or not), may (but need not) effect the insurance above provided for, and need not, but may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon at the highest legal rate applicable to a natural person (or if the Mortgagor is a corporation, then at the default rate provided in the note secured hereby) from time of payment shall be a lien against said premises.

8.1. **ACCELERATION OF MATURITY AND RECEIVERSHIP.** It is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, or any other advance or obligation which may be secured hereby or any agreed protective disbursement, such as taxes, special assessments, insurance and repairs, or if Mortgagors shall suffer or commit waste on or to said security, or if there shall be a failure to comply with any and every condition of this mortgage, then, at the option of the Mortgagee, said note and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due and shall become collectible at once by foreclosure or otherwise after such default or failure, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the Mortgagee, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest, such sums in default secured by this mortgage shall draw interest at the highest legal rate applicable to a natural person; or if the Mortgagor is a corporation, then at the default rate provided in the note secured hereby.

8.2. **SIX MONTHS' AND 60 DAY PERIOD FOR REDEMPTION.** It is further agreed that if this mortgage covers less than 10 acres of land, and in the event of the foreclosure of this mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to 6 months provided the Mortgagee, in such action files an election to waive any deficiency judgment against the Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628, Code of Iowa. It is further agreed that the period of redemption after a foreclosure of this mortgage shall be reduced to 60 days if all of the three following contingencies develop: (1) The mortgaged real estate herein is less than 10 acres in size: (2) the Court finds affirmatively that said real estate has been abandoned by the owners and those persons personally liable under this mortgage at the time of such foreclosure; and (3) the Mortgagee in such action files an election to waive any deficiency judgment against the Mortgagors or their successor in interest in such action. If the redemption period is so reduced, the Mortgagors or their successors in interest or the owner shall have the exclusive right to redeem for the first 30 days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Code shall be reduced to 40 days. Entry of appearance by pleading or docket entry by or on behalf of the Mortgagors shall be a presumption that the property is not abandoned. Any such short redemptive period shall be consistent with all of the provisions of Chapter 408, 62nd G. A., amending Chapter 628, Code of Iowa.

9. **DEFINITION OF TERMS.** Unless otherwise expressly stated the word "Mortgagors", as used here, includes successors in interest of such "Mortgagors"; the "Mortgagee", as used herein, unless otherwise expressly stated, includes the successors in interest of such "Mortgagee". All words referring to "Mortgagor" or "Mortgagee" shall be construed to be of the appropriate gender and number, according to the context. This construction shall include the acknowledgment hereof.

10. **The address of the Mortgagee is** 4417 University Avenue
(Street and Number)

Cedar Falls (City) Iowa (State) 50613 (Zip Code) (See last sentence of Section 447.9 I.C.A.)

11. **ADDITIONAL PROVISIONS.** The following additional provisions are hereby incorporated herein: **(Insert date of final payment if desired)**[4] The date of the final payment of the principal obligation herein, the one promissory note above referred to is

(Date)

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands the day and year first above written

Ronald P. McGee

Mary Lou McGee

Mortgagors

STATE OF IOWA, _____ COUNTY, ss:

On this _____ day of _____, A. D. 19____ before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

_____
Notary Public in and for the State of Iowa

[1]Only one original promissory note is contemplated with the use of this mortgage form. But see 3 below.

[2]Read "Open-End Mortgage (A Re-print)" for hazards and advantages, on page 15 of the September-October, 1960, issue of the News Bulletin of The Iowa State Bar Association.

[3]If later advances are made, the order, receipt or additional promissory note should be signed by husband and wife, and specifically refer to the security of this original mortgage, which should be identified by book and page.

[4]CONSIDER THE STATUTE OF LIMITATIONS. If this loan and later advances constitute a long term transaction (over ten years), consider the advisability of making the maturity date or dates in the original note a matter of public record by insertion in this mortgage. See Iowa Land Title Examination Standards, Problems 10.4 and 10.5.

[5]UNIFORM COMMERCIAL CODE. If security rights are desired, not only in the real estate, but also in the personal property, or crops, or fixtures or animal increase, use a financing statement (Official Form No. 52.1).

IOWA MORTGAGE

No.

MORTGAGE

From

To

Filed for record the _____ day of _____, A. D. 19____, _____ o'clock ____ M., and recorded in Book _____ of Mortgages on page _____

_____ County Records

_____ Recorder

By _____ Deputy

WHEN RECORDED RETURN TO

[redacted] kr INSTALLMENT 04-6948-3

BORROWER'S NAME AND ADDRESS	LENDER'S NAME AND ADDRESS	
RONALD P. McGEE MARY LOU McGEE 2204 Valley Park Drive Cedar Falls, Iowa 50613 "I" includes each borrower above, jointly and severally.	MIDWAY BANK & TRUST 4417 UNIVERSITY AVE., BOX 567 CEDAR FALLS, IOWA 50613 "You" means the lender, its successors and assigns.	Loan Number Date March 20, 19 85 Maturity Date February 20, 19 88 Loan Amount $ 12,095.70 Renewal Of 43913 & 47818

Notice: I promise to pay to you, or your order, at your address above, the principal sum of
TWELVE THOUSAND NINETY-FIVE DOLLARS AND 70/100 ---------- Dollars $ 12,095.70***
plus interest from ____ at the rate of 15.0 % per year until paid in full I will pay this amount as follows:
(a) ☐ on demand. (b) ☐ on demand, but if none is made, on ____, 19__ (c) ☐ on ____
If (a), (b) or (c) is marked, I will pay accrued interest ____ and on the maturity date.
(a) ☒ in 36 installments of $ 385.11 each, beginning April 20, 19 85 and continuing on the same day of each ☒ month
☐ ---------- thereafter until paid in full.
(a) ☒ (other) a single payment of $1,000.00 will be due May 1, 1985.

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 ____% per year on the balance of this note not paid at maturity, including maturity by acceleration.

THE PURPOSE OF THIS LOAN IS Extension of loans #43913 and #47818
McGEE, RONALD/MARY LOU

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 YES - I want an itemization NO - I do not want an itemization "e" means an estimate
15.0 %	$ 2,768.26	$ 12,095.70	$ 14,863.96	

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	$1,000.00	May 1, 1985
36	$385.11	monthly beginning April 20, 1985
	$	
	$	

$ ____ Filing Fees
$ ____ Non-filing Insurance

☐ 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: (☒ or description of other property)
☐ the goods or property being purchased. 1983 Oldsmobile Cutlass
☐ collateral securing other loans with you may also secure this loan. 1979 Ford E-150 Van
☒ my deposit accounts and other rights to the payment of money from you. 1975 Mark Twain Boat with motor
1977 Easy-ride Boat Trailer
Mortgage on real estate located at R.R. #1, Delhi, Iowa.

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

See the 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			I want credit life insurance. X ____ Name of Insured
Credit Disability			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

Life not want: RPM Credit Life Ins. MLM Credit Disability Ins. ____ 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.

Itemization of Amount Financed

Amount given to me directly	$	(a)
Amount paid on my account	$ 12,095.70	(b)
Amounts paid to others on my behalf		
To Property Insurance Company	$	(c)
To Credit Life Insurance Company	$	(d)
To Disability Insurance Company	$	(e)
To Public Officials	$	(f)
____	$	(g)
____	$	(h)
Prepaid Finance Charge	$	(i)
AMOUNT FINANCED (a through h)	$ 12,095.70	(j)
Finance Charge (include prepaid)	$ 2,768.26	(k)
Total of Payments (j + k)	$ 14,863.96	(l)

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 (before 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.
(4) ☐ If checked, this note is secured by a separate ____ dated ____ (This property should be described in the Truth-in-Lending disclosure above.)

(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 agreement secures are defined on the reverse side of this form.

1. 1983 Oldsmobile Cutlass Ciera Broughm, VIN#1G3AM19RXDD340819
2. 1979 Ford E-150 Econoline Buena Vista Conversion Van, VIN#E15GHDE6716
3. 1975 Mark Twain 20' Boat, Model 200B-188, SER#MTMG6804M75D with 188 hsp. Mercury Cruiser Motor-Engine #4170252
4. 1977 Easy-Ride 20' Boat Trailer
5. Real Estate Mortgage on property located at Rural Route #1, Delhi, Iowa.

☐ 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) ____ purposes.
☐ If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for the 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 and 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 $7.50.

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 the other side of any form) and acknowledge receipt of at least one copy on today's date.
Signature Ronald P. McGee ☐ If checked, the signature below was required as a condition of credit.
Signature Mary Lou McGee ☐ If checked, the signature below was required as a condition of credit.
Signature ____

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT.
© 1981 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM NDS-61HA 8/3/83

ADDITIONAL TERMS OF THE NOTE

The following terms apply to this note whether or not it is secured by the security agreement which begins on the other side of this form (paragraph 5 in the Security section)

Definitions - "I" means each borrower who signs this note. "I" also means each other person and legal entity who by this or separate agreement promises to pay it. This includes guarantors, endorsers and sureties.

The term "note total" means the total sum agreed to be paid on this note. It includes the amount financed and the finance charge. It also includes all additional sums payable including any late payment charges, post-maturity interest, required insurance premiums, costs of collection and attorneys' fees (if permitted by law), and costs of repossession, preservation, repair, taxes, and sale of any property securing this note.

Applicable Law - I agree this note will be governed by the law of the state where you are located, especially the Uniform Commercial Code. The terms of any agreement securing the payment of this note may also be governed by the law of the state where the property is located.

Any term of this note (and security agreement) which does not comply with applicable law will not be effective if that law does not expressly or impliedly permit variations by agreement. If any part of this note or security agreement cannot be enforced according to its terms, this fact will not affect the balance of this note and security agreement.

Set-Off - I acknowledge and agree that you may set-off all or any part of the note total against any obligation you may have, now or hereafter to pay money to me. This includes:

(a) any deposit account balance I have with you whether time, savings, checking or NOW account; and

(b) any money owing to me on an item presented to you or in your possession for collection or exchange; and

(c) a repurchase agreement or any other non-deposit obligation.

If my right to receive money from you is also owned by some other person who has not agreed to pay this note (such as another depositor on a joint account) your right of set-off will extend to the amount of money which could be withdrawn or paid directly to me on my request or endorsement alone. In addition, (where I may obtain payment from you only with the endorsement or consent of someone who has not agreed to pay this note) your right of set-off will extend to my interest in the obligation.

Your right of set-off will not apply to an account or other obligation if it clearly appears that my rights in the obligation are solely as a fiduciary for another, or to an account which, by its nature and applicable law (for example an IRA or other tax deferred retirement account), must be exempt from the claims of creditors.

Your right of set-off may be exercised upon my default (except when prohibited by law):

(a) without prior demand or notice, (caution - see the paragraph on Remedies below for required notice of default) and right to cure on consumer loans.)

(b) without regard to the existence or value of any property securing this note; and

(c) without regard to the number or credi- worthiness of any other persons who have agreed to pay this note.

You will not be liable for wrongful dishonor of a check or other request for payment where there is insufficient funds in the account (or other obligation) to pay such request arising as a result of your exercise of this right of set-off. I agree to hold you harmless from the claims of any person arising as the result of your exercise of this right.

Default - I will be in default on this note if any one or more of the following occurs:

a) I fail to make a payment on this note in full within 10 days after it is due.

b) I fail to observe any other covenant of this transaction, the breach of which materially impairs the condition, value or protection of or your right in the property secured by this agreement, or materially impairs my prospect to pay the amounts due under this note.

If an event of default occurs as to any one of us, you may exercise your remedies against any or all of us.

Remedies - If I am in default on this note, you may:

(a) accelerate the due date of the note total, making all sums immediately due;

(b) exercise your right of set-off;

(c) demand additional security or parties obligated to pay this note (or both) as a condition of waiving, for any period of time, any other remedy you may have under the law and this agreement;

(d) exercise any remedy you may have under state or federal law for collection of this note;

(e) exercise any additional right given to you under any agreement securing the payment of this note.

By electing any one or more of the remedies above, you do not waive your right to later elect any other remedy until this note is paid in full. If you do not elect any remedy upon an event of default, you do not thereby waive your right to later consider the event as a default if it continues or recurs.

EXCEPTIONS - After I am in default on this note for 10 or more days, you must provide me with a written notice of my default and my right to cure. I have 20 days after you mail this notice (or, 20 days after actual delivery if you use a means other than first class mail) in which to cure the default. You may exercise your remedies only if I fail to cure the default within the time allowed after the notice.

However, no notice of default or right to cure is necessary, and you may immediately exercise any and all of your remedies if I have previously defaulted one or more times on this note within the previous 365 days and have previously been given a notice of default and right to cure. Furthermore, such notice is not required prior to your filing a petition to enforce this obligation by attachment of my property.

Other Security - I agree that any present or future agreement securing any other debt I owe you will also secure the payment of this note.

However, an agreement securing any other debt will not secure this note if either of the following applies:

(a) you fail to make a disclosure required by law of the existence of such other security agreement; or

(b) you fail to provide (to any person entitled) any notice of right of rescission required by law for this transaction.

Obligations Independent - I understand that my obligation to pay this note is independent of the obligation of any other person who has also agreed to pay it. You may release any of us, release any security, waive any right you might have against any of us, extend new credit to any of us, renew this note, or all of the above, without affecting my obligation to pay the loan amount.

Waiver - I waive (to the extent permitted by law) certain rights I might otherwise have. These include demand, presentment, protest, notice of dishonor, and notice of protest.

ADDITIONAL TERMS OF SECURITY AGREEMENT

The following terms will apply to the security agreement which begins on the front side of this form (paragraph 5 of the Security section):

Property - When used in this agreement, the term property means and includes:

(a) all of my property specifically listed and, if a general description is used (whether or not any specific property is listed), in all of my property fitting the general description; and

(b) all benefits which arise from the described property, including cash or non-cash proceeds, insurance benefits, interest, dividends, stock splits, and voting rights; and

(c) any property which is now or hereafter becomes attached to, a part of, or results from the described property.

Ownership and Duties Toward Property - By giving you this security interest, I represent and agree:

(a) I own all of the property, free of any claim by any other person, and I will defend it against any other claim.

(b) The security interest I am giving you in this property has first priority over the claim of any other of my general or secured creditors. I have signed or immediately will sign any additional documents or provide you with any additional information you may require to perfect and preserve your first priority in this property. I will not hereafter do anything to defeat your position.

(c) I will keep the property in my possession (except for pledged property delivered to you), in good condition and repair, and use it only for the lawful purposes for which it was intended. Unless otherwise agreed in writing, the property will be located at my address listed on the front side of this form.

(d) I will not attempt to sell the property (unless it is inventory and identified as such) or otherwise transfer any rights in this property to anyone else. I will not permit the property to become attached to any real estate without first providing you an opportunity to preserve your first priority status.

(e) I will pay all taxes and assessments on the property as they become due.

(f) I will provide you reasonable access to the property for the purpose of inspection and notify you of any loss or damage.

Insurance -- I agree to purchase insurance on the property against such risks and in such amounts as you may reasonably require. In addition, I agree as follows:

(a) I will arrange for you to be named as loss payee on any such policy so that any benefits arising from the insured risks will first be paid to you for application toward the secured obligations.

(b) I agree that you may, in the event of a loss, require additional security or assurances of payment of the secured obligations as a condition of permitting any insurance benefits to be used for repair or replacement of the property.

(c) I agree to purchase insurance from a company which is authorized to do business in this state and which is reasonably acceptable to you.

(d) I will maintain this insurance until all the secured obligations are paid in full.

(e) If I fail to obtain or maintain this insurance, or I fail to arrange for you to be named as loss payee, you may (but in no event are required to) purchase such insurance which will secure only your interest in the property. I agree to pay the cost of such insurance upon demand, plus interest from the date purchased at the Annual Percentage Rate stated on the front side of this form (or, if none, the highest contract rate permitted by law).

Secured Obligations - This security interest will secure the payment of the note total (as defined in the note). It will also secure (except as provided in the next paragraph) any other debt I owe you now or hereafter. This security interest will survive even if there are no debts owed to you until this security interest is formally discharged in writing.

However, this security interest will not secure some other debt if a disclosure must be made with respect to such debt of the existence of this security interest and such disclosure is not given as required by law. This security interest also will not secure any other debt, if any person is entitled to a notice of the right to rescind such debt unless the notice is given as provided by law.

The previous two paragraphs define what is meant by the term "secured obligations" in this agreement.

Remedies - If I am in default on any of the secured obligations you have all the remedies provided under this security agreement and by law. These remedies are in addition to any provided in the note or other obligation, and include (among others):

(a) If my default consists of failure to pay taxes, assessments or other liens, you may pay these yourself. You are not required to, however. If you do, the amount you pay will be added to the secured obligations, will be immediately due, and will accrue interest at the Annual Percentage Rate stated on the front side of this form (or, if none, the highest contract rate permitted by law) until paid in full. (This is in addition to any other remedy you may elect.)

(b) You may require me to assemble the property and make it available to you at a place you designate which is reasonably convenient to both you and me.

(c) You may take immediate possession of the property, with or without legal process, sell it, and apply the proceeds as provided by law to your expenses and then toward the secured obligations. Expenses include your costs of repossession, attorneys' fees (where permitted), repairs (if necessary) and costs of sale.

(d) You will be entitled to a deficiency judgment if the proceeds of sale do not pay all the secured obligations (except where prohibited by law).

(e) You may also be entitled to keep the property in satisfaction of the secured obligations in certain circumstances.

I also agree that if any notice is required to be given to me of your intended sale or disposition of the property, notice will be considered commercially reasonable if provided by first class mail addressed to me at the address listed on the front side of this form mailed 10 days before the date of intended disposition.

If this security agreement secures a consumer loan, see the paragraph in the note on Remedies, in certain circumstances, a notice of default and right to cure may be required before any remedy is exercised.

Pledges - Property which is described on the other side of this form as "pledged" is property which I am delivering to your possession to secure the payment of the secured obligations. You have the right to retain possession of this property until the secured obligations are paid in full. All other terms of this note and security agreement also apply to this property.

In particular (without intending to limit these provisions only to pledged property):

(a) You must use reasonable care in the custody and preservation of this property. However, you are not required to preserve any rights I may have against any prior parties to this property.

(b) I agree to pay any additional costs you incur for the custody, preservation and enforcement of any rights in this property.

(c) You may hold any increase or profits from this property as additional security, though money must be applied toward payment of the secured obligations.

(d) You may arrange for yourself or your nominee to be shown as owner of the property, inform any prior party to make any payments on the property directly to you, and repledge the property upon terms which do not affect my right to redeem it.

(e) The risk of accidental loss or damage is on me to the extent of any deficiency in effective insurance coverage.

(f) You are not responsible for any decline in value of the property while it remains in your possession.

Filing - A carbon, photographic or other reproduction of this security agreement may be used as a financing statement where permitted by law.

Guarantee - By signing below I unconditionally guarantee the payment of the note total (as defined in the note). I also agree that all the other terms of the note will apply to me.

NAME _____

X _____

NAME _____

X _____

_____ (Initial) I do not claim any interest in the property listed in the security agreement. However, my guarantee of payment of the note total includes any amounts agreed to be paid under the terms of the security agreement.

_____ (Initial) I do claim an interest in the property listed in the security agreement. The terms of the security agreement will also apply to me.

Insert FTC Notice if Applicable

DECLARATION OF ATTORNEY FOR DEBTOR

I, Robert L. Rausch, the Attorney for the Debtor in the above captioned bankruptcy proceeding, declare that I represented the Debtor during the negotiation of the foregoing agreement, and that the said agreement represents a fully informed and voluntary agreement by the Debtor, and that the agreement does not impose an undue hardship on the Debtor or the dependants of the Debtor.

Robert L. Rausch
Attorney for the Debtor

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

APR 15 1985

BARBARA A. EVERLY, CLERK

REAFFIRMATION AGREEMENT

Notwithstanding my (our) adjudication as a bankrupt in the United States Bankruptcy Court, Case Number 84-02359, I (we) Ronald P. McGee and Mary Lou McGee, Debtors, the undersigned, do hereby reaffirm, promise and agree to pay to Peoples Mutual Savings & Loan, nka Peoples Federal, the sum of $18,804.99 in payments of $217.00 per month commencing 1st day of May, 1985 and on like date of each and every succeeding month until said sum is fully paid.

The undersigned promise and agree to be bound by all of the terms and conditions as set forth in the note and real estate mortgage attached hereto, marked Exhibit "A", and made a part hereof by this reference, except where inconsistent with this Agreement.

This Agreement may be rescinded at any time prior to discharge or within sixty (60) days after such agreement is filed with the Court, whichever occurs later, by giving notice of recission to the holder of such claim.

This Agreement represents a fully informed and voluntary agreement by the Debtor and does not impose an undue hardship on the debtor or a dependent of the debtor.

Dated: 13 March 85

Ronald P. McGee, Debtor

Mary Lou McGee, Debtor

Robert L. Rausch, Debtors Attorney

Dated: 13 March 85

PEOPLES MUTUAL SAVINGS & LOAN, nka
PEOPLES FEDERAL

by

Copy mailed to:
Atty. for Debtor
APR 15 1985 mc

NOTE

US $ 23,200.00 ..... Waterloo ....., Iowa
City

August 18 ....., 19 77.

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay The People's Mutual Savings and Loan Association ....., or order, the principal sum of Twenty-three Thousand Two Hundred and 00/100 ----- Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 9.5 .....percent per annum. Principal and interest shall be payable at ..... THE PEOPLE'S MUTUAL SAVINGS AND LOAN ASSOCIATION, or such other place as the Note holder may designate, in consecutive monthly installments of Two Hundred Seventeen and 00/100 ----- Dollars (US $ 217.00 .....), on the first ..... day of each month beginning October ....., 19 77. 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 September 1, 1997 .....

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 4 .....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. If, within five years from the date of this Note, Borrower make(s) any prepayments in any twelve month period beginning with the date of this Note or anniversary dates thereof ("loan year") with money lent to Borrower by a lender other than the Note holder, Borrower shall pay the Note holder (a) during each of the first three loan years 4.75 .....percent of the amount by which the sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note and (b) during the fourth and fifth loan years 3 .....percent of the amount by which the sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note.

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 August 18, 1977 ....., and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Ron McGee & Associates, Inc.

Mary Lou McGee

Ronald P. McGee, President

Debra L. Ott

Michael R. Ott, Vice President

Debra L. Ott
Property Address

MORTGAGE

THIS MORTGAGE is made this 18th day of August, 19 77, between the Mortgagor, Rod McGee & Associates, Inc., an Iowa corporation (herein "Borrower"), and the Mortgagee, THE PEOPLE'S MUTUAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Iowa, whose address is 322 Washington St., Waterloo, Iowa 50704 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-three Thousand Two Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 18, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 1997;

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 Forty Seven (47) of "Clair-View Acres at Delhi, Iowa" in Sections Twenty Three (23) and Twenty Six (26), Milo Township, Delaware County, Iowa, according to plat recorded in Book 2 Plate, Page 200; same being a part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty six (26), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, from the date of the filing of the plat on the 12th day of July, 1971 to the 26th day of September, 1974, at 8:00 o'clock A.M.

which has the address of (Street) Delhi (City)
Iowa (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

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

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.

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.

Ron McGee & Associates, Inc.

Ronald P. McGee, President .....—Borrower

Michael R. Ott, Vice President .....—Borrower

STATE OF Iowa, Black Hawk COUNTY, ss:

On this 18th day of August A.D. 19 77 before me the undersigned, a Notary Public in and for said County and said State, personally appeared Ronald P. McGee and Michael R. Ott to me personally known, who, being by me duly sworn did say that they are the President and Vice President respectively, of said corporation; that (no seal has been procured by the said) corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Ronald P. McGee and Michael R. Ott as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Virginia M. Young
Notary Public in and for said County and said State.

Assoc., Inc.

al Savings & Loan

Book 5 Page 81

DECLARATION OF ATTORNEY FOR DEBTOR

I, Robert L. Rausch, the Attorney for the Debtor in the above captioned bankruptcy proceeding, declare that I represented the Debtor during the negotiation of the foregoing agreement, and that the said agreement represents a fully informed and voluntary agreement by the Debtor, and that the agreement does not impose an undue hardship on the Debtor or the dependants of the Debtor.

Robert L. Rausch
Attorney for the Debtor

(Revised 1983)

United States Bankruptcy Court

FOR THE NORTHERN DISTRICT OF IOWA

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA
FEB-7 1986
BARBARA A. EVERLY, CLERK

IN RE:

BANKRUPTCY NO. 84-02359

RONALD P. McGEE, d/b/a McGee & Ott Investments, a Partnership, and MARY LOU McGEE,

Debtor

TRUSTEE'S NOTICE OF ABANDONMENT AND DISCLAIMER

The undersigned trustee for the above estate represents that certain property described as follows should be abandoned:

512 Cloverdale, Waterloo, IA
1122 Royal Drive, Cedar Falls, IA
2204 Valley Park Dr., Cedar Falls, IA
R.R. 1, Delhi, IA
812 Broadway, Waterloo, IA
134 Haines, Waterloo, IA
1634 Heath, Waterloo, IA
1009 Forest, Waterloo, IA
634 Kirkwood, Waterloo, IA
1979 Ford Van
112 Summit, Waterloo, IA
76 Franklin, Waterloo, IA
Stock in McGee & Ott Inc., McGee & Ott, Realtors, & CPC Enterprises Inc.
1/2 interest McGee & Ott, a partnership
Debt owing debtor by Ruth Wolter on sale of 739 Knoll, Waterloo, IA

THEREFORE, the undersigned trustee disclaims and abandons all interest in and to such property.

I hereby certify that on this date the original of this Notice was mailed to the Clerk of this Court, and a copy was mailed to the attorney for the debtor.

DATED: February 6, 1986

Trustee

Name: Michael C. Dunbar

Address: P.O. Box 1377
Waterloo, IA 50704

Copy to Trustee
Thomas J. Ferguson

FEB 10 1986
Copy mailed
to Trustee
MLB