Richard L. Maxfield RR 2 Box 65B Delhi, Iowa 52223 **MORTGAGOR** "I" includes each mortgagor above.	John Deere Community Credit Union 1827 Ansborough Ave. Waterloo, Iowa 50701 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, Richard L. Maxfield, a single person, sell, convey and mortgage to you on November 8, 1995, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures that may now or at anytime in the future be part of the property (all called the "property").

PROPERTY ADDRESS: RR 2 Box 65B (Street), Delhi (City), Iowa 52223 (Zip Code)

LEGAL DESCRIPTION:

SEE ATTACHED

For Release, See Book 139 **Page** 104 4-6-98

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located in Delaware County, Iowa.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and None.

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I may at any time owe you under this mortgage, the instrument or agreement described below, any renewal, refinancing, extension or modification of such instrument or agreement, and, if applicable, the future advances described below.

The secured debt is evidenced by (describe the instrument or agreement secured by this mortgage and the date thereof):
Promissory Note of Even date

The above obligation is due and payable on December 1, 2010 if not paid earlier.
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of Seven Thousand and no/100 ---------- Dollars ($ 7000.00), plus interest.

☒ **Future Advances:** The above amount is secured even though all or part of it may not yet be advanced. Future advances are contemplated and will be secured to the same extent as if made on the date this mortgage is executed.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $ 7000.00. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

☐ **Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.
☐ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

RIDERS: ☐ Commercial ☐ Construction ☐ _____

I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract.

/s/ Richard L. Maxfield (Signature) Richard L. Maxfield (Date) _____ (Signature) _____ (Date)

SIGNATURES: By signing below, I agree to the terms and covenants contained on pages 1 and 2 of this mortgage and in any riders described above that I have signed. I also acknowledge receipt of a copy of this mortgage on today's date.

/s/ Richard L. Maxfield
Richard L. Maxfield

_____ _____

_____ _____

ACKNOWLEDGMENT: STATE OF IOWA, COUNTY OF Buchanan } ss.

On this 8th day of November, 1995 before me, a Notary Public in the State of Iowa, personally appeared Richard L. Maxfield, a single person

Individual Acknowledgment
- to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Corporate Acknowledgment
- to me personally known, who being by me duly sworn or affirmed did say that that person is _____ (Title) of said corporation, that (the seal affixed to said instrument is the seal of said) (no seal has been procured by said) corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

/s/ Pam S. Dennie exp: 1-3-97
Pam S. Dennie Notary Public In The State Of Iowa

IOWA
(page 1 of 2)

1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-MTG-IA 7-8-91

FILE No. 172-1371 RECORDING FEE $ 16.00 TRANSFER FEE $ _____	FILED FOR RECORD THE 9 DAY OF November 19 95 AT 2:41 O'CLOCK P M. BOOK 127 PAGE 261	STATE OF IOWA, DELAWARE COUNTY Deborah L. Peyton, Recorder LM CM 31

COVENANTS

1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. Claims against Title. I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payments. I will defend title to the property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include a standard mortgage clause in your favor. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. Property. I will keep the property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the property.

5. Expenses. Except when prohibited by law, I agree to pay all your expenses, including reasonable attorneys' fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. Default and Acceleration. If I fail to make any payment when due or breach any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may either accelerate the maturity of the secured debt and demand immediate payment or exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.

7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you may, as provided by law, have the court appoint a receiver and the receiver may take possession and manage the property and collect the rents, income and profits. Any amounts so collected shall be applied first to the costs of managing the property, including, but not limited to, all taxes, assessments, insurance premiums, repairs, court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amounts will then apply to payments on the secured debt as provided in Covenant 1.

8. Prior Security Interests. I will make payments when due and perform all other covenants under any mortgage, deed of trust, or other security agreement that has priority over this mortgage. I will not make or permit any modification or extension of any mortgage, deed of trust or other security interest that has priority over this mortgage or any note or agreement secured thereby without your written consent. I will promptly deliver to you any notices I receive from any person whose rights in the property have priority over your rights.

9. Leaseholds; Condominiums; Planned Unit Developments. I agree to 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, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

10. Authority of Mortgagee to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, or any other mortgage, deed of trust, lien or other security interest that has priority over this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time on the secured debt.

11. Inspection. You may enter the property to inspect it if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. Waiver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.

14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I sign this mortgage but do not sign the secured debt I do so only to mortgage my interest in the property to secure payment of the secured debt and by doing so, I do not agree to be personally liable on the secured debt. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

17. Release. When I have paid the secured debt you will release this mortgage without charge to me. I agree to pay all costs to record this mortgage.

18. Waiver of Dower, Distributive Share and Homestead. I hereby waive and relinquish all rights of dower and distributive share in and to the property. I also waive all rights of homestead exemption as to the property.

19. Redemption. If the property is less than ten acres in size and if you waive in any foreclosure action any rights to a deficiency judgment against me, then the period of redemption after sale on foreclosure shall be reduced to six months. If the property is less than ten acres in size and the court finds that the property has been abandoned by me (which finding I agree the court may make) and if you waive any rights to a deficiency judgment against me in the foreclosure action, then the period of redemption after sale on foreclosure shall be reduced to sixty days. The provisions of this paragraph will be construed to conform to the provisions of Iowa Code Sections 628.26 and 628.27.

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-MTG-IA 7/8/91

_____ _____

_____ _____ _____

EXHIBIT A

Legal Description - Hargrafen to Maxfield

PARCEL E, Part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-Nine (29), Township Eighty-Eight North (T88N), Range Four West (R4W), of the Fifth Principal Meridian, Delaware County, Iowa, as described in Plat of Survey recorded in Book 7 Plats, Page 43 Delaware County Recorders.

AND

The real estate lying generally North of the following described real estate running to the water front of Lake Delhi and then at right angles extending to the middle of Lake Delhi: That part of the SW¼ of the NW¼ of Section 29, Township 88 North, Range 4 West of the Fifth P.M., Delaware County, Iowa, described as commencing at the NW Corner of the SW¼ of the NW¼ of said Section 29, thence South 0°54' West 67.7 feet, thence South 33°06' East 672.06 feet, thence South 57°00' West 334.0 feet, thence North 87°06' West 43.8 feet to the point of beginning, thence North 14°14' West 57.6 feet, thence West 0°00' a distance 45 feet, thence South 14°14' East 57.6 feet, thence East to the point of baginning. Above described parcel now known as Parcel E, a part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-Nine (29), Township Eighty-Eight North (T88N), Range Four West (R4W) of the Fifth P.M., Delaware County, Iowa, as described in Plat of Survey recorded in Book 7 Plats, Page 43 Delaware County Records.
Subject to the following covenants: 1. Same is subject to the existing flood plain rights and the Grantees shall hold the Grantors harmless with regard to the flooding of the property conveyed. 2. The grantees and their successors are restricted from changing or altering lake frontage without the written permission of the Lake Delhi Recreation Association, Inc., as set forth in a Quit Claim Deed between the Lake Delhi Recreation Association, Inc., and Jackie McDonald and Mickey McDonald, Husband and Wife, dated August 4, 1978, and recorded August 8, 1978, in Book 104 at page 68 of the records of the Delaware County Recorder.

AND

The real estate lying generally North and West of the following described real estate running to the water front of Lake Delhi and then at right angles extending to the middle of Lake Delhi: That part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-Nine (29), Township Eighty-Eight North (T88N), Range Four West (R4W) of the Fifth P.M., Delaware County, Iowa described as commencing at the Northwest Corner of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of said Section Twenty-Nine (29), thence S0°54'W 67.7 feet, thence S 33°06' E 672.2 feet, thence S 57°00' W 334.0 feet to the point of beginning, thence N 87°06' W 43.8 feet, thence N 14°14' w 57.6 feet, thence N 54°28' E 34.5 feet, thence N 13°58' E 63.7 feet, thence N 58°58' E 84.5 feet, thence Southeasterly along a curve on the centerline of County Road X31, 174.4 feet concave Northeasterly with a radius of 881.5 feet and a long cord described as S 45°18' E 174.1 feet, thence S 41°34' W 72.0 feet, thence S 60° 34' W 59.6 feet, thence N 34°04' W 71.6 feet, thence S 48°36' W 56.2 feet to the point of beginning. Said parcel now known as Parcels C and D of part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section 29, Township 88 North, Range 4 West of the Fifth P.M., as described in Plat of Survey recorded in Book 7 Plats, Page 43 Delaware County Records.
Subject to the following convenants, along with perpetual usage to the waters edge: 1. Subject to the existing flood plain rights and the Grantees shall hold the Grantors harmless with regard to flooding of the property conveyed. 2. The Grantees and their successors are restricted from changing or altering lake frontage without the written permission of the Lake Delhi Recreation Association, Inc., pursuant to restrictions contained in a Quit Claim Deed between Lake Delhi Recreation Association, Inc., and Jackie McDonald and Mickey McDonald, Husband and Wife, dated August 4, 1978, and filed of record August 8, 1978, in Book 104 at page 69 of the records of the Delaware County Recorder.