NORWEST BANKS

RETURN TO: Michelle Stevens
NORWEST BANK IOWA, N.A.
COMMERCIAL REAL ESTATE
666 WALNUT ST., M.S. 4018
DES MOINES, IOWA 50304

Mortgage and Security Agreement

This Mortgage and Security Agreement encumbers both real and personal property, contains an after-acquired property clause and secures present and future Loans and Advances.

☒ If this box is checked, it also constitutes a Construction Mortgage as defined in the Iowa Uniform Commercial Code.

☒ If this box is checked, NOTICE: this Mortgage secures credit in the amount of $ 309,000.00. 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.

This Mortgage and Security Agreement (the "Mortgage"), is made as of the 20th day of December, 19 95, by and between Countryside Associates of Manchester, L.P. an Iowa Limited Partnership

("Mortgagor") and NORWEST BANK IOWA, NATIONAL ASSOCIATION ("Mortgagee"), whose address is 666 Walnut Street, P.O. Box 837, Des Moines, IA 50309

RECITALS:

The Mortgagee has agreed to make a loan or loans ("Loans") to Countryside Associates of Manchester, L.P., evidenced by an appropriate promissory note or notes, payable as provided therein, (the "Notes", whether one or more in number). This Mortgage shall stand as security for such Notes, and for any and all future and additional advances made to the Mortgagor by Mortgagee as herein provided. Without limitation, this Mortgage and Security Agreement secures a Note dated December 20, 19 95, in the amount of $ 132,000.00 and a $309,000.00 Construction Note, and all extensions replacements and Modifications Thereof.

NOW, THEREFORE, it is agreed as follows:

1. **Grant of Mortgage and Security Interest.** Mortgagor hereby sells, conveys and mortgages unto Mortgagee, and grants a security interest in, the land (the "Land") described as follows:

See Attached Exhibit "A"

For Release, See Book 135 Page 130 7/15/97

Subject to:

together with (i) all of the buildings, structures and other improvements now or hereafter existing upon the Land; and (ii) all fixtures and equipment of every description located in or on, or used, or intended to be used in connection with the Land or any building now or hereafter located thereon; and (iii) all privileges, estates, rights and interests now or hereafter belonging or in any way pertaining to the Land or to any building or fixture now or hereafter located thereon; and all replacements and additions thereto (all of the foregoing, together with the Land, is hereinafter referred to as the "Mortgaged Property").

2. **Indebtedness.** This Mortgage and Security Agreement secures the payment of the Loans evidenced by the Notes, any renewals, extensions, modifications or refinancings thereof and any Notes issued in substitution therefor together with all other obligations of Mortgagor to Mortgagee now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety and including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage ("Indebtedness"). Nothing herein contained shall imply any obligation on the part of the Mortgagee to make any such future loan.

3. **Representations of Mortgagor.** Mortgagor represents, warrants and convenants that (i) it has the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in, the Mortgaged Property; (ii) the Mortgaged Property is free from all liens, security interests and encumbrances except for real estate taxes not yet delinquent and such liens, security interests and encumbrances, if any, set forth above; (iii) Mortgagor will warrant and defend the title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons whomsoever, whether now existing or hereafter arising; and (iv) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. The warranties and convenants of this paragraph shall survive foreclosure of this Mortgage and shall run with the Land.

4. **Payment of the Notes.** Mortgagor will pay all amounts payable under the Notes in accordance with the terms of the Notes and all other Indebtedness, when and as due. The provisions of the Notes are hereby incorporated by reference into this Mortgage as fully as if set forth at length herein.

5. **Payment of Taxes, Assessments and Other Charges.** Subject to paragraph 9, Mortgagor shall pay before a penalty might attach for nonpayment thereof, all taxes and assessments and all other charges whatsoever levied upon or assessed, placed or made against the Mortgaged Property, this Mortgage or the Indebtedness secured hereby, except that assessments may be paid in installments so long as no fine or penalty is added to any installment for the nonpayment thereof. Mortgagor shall likewise pay any and all levies, assessments, dues, charges or fees, which are assessed or imposed upon the Mortgaged Property, or any part thereof, or become due and payable, which create a lien upon the Mortgaged Property, or any part thereof. Mortgagor shall promptly furnish to the Mortgagee all notices received by Mortgagor of such amounts and, in the event Mortgagor shall make payment directly, it shall promptly furnish to Mortgagee receipts evidencing such payments.

6. **Tax Escrow.** If requested by the Mortgagee, on the first day of each month Mortgagor shall pay Mortgagee an amount equal to one-twelfth (1/12) of the annual real estate taxes, special assessments and other charges against the Mortgaged Property (all as reasonably estimated by Mortgagee). Such amounts shall be held and used by Mortgagee to pay such taxes, assessments and charges as and when due. If the amounts set aside for payments of such taxes, assessments and charges are insufficient, Mortgagor, upon demand by Mortgagee, will pay such additional sums as Mortgagee determines to be necessary to make the required payments. All amounts paid by Mortgagor to Mortgagee pursuant to provisions of this paragraph shall be held by Mortgagee in a non-interest bearing escrow account.

7. **Liens.** Mortgagor shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

8. **Compliance with Laws.** Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.

9. **Permitted Contests.** Mortgagor shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 7 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 8 hereof, so long as Mortgagor shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of its liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge, lien, or encumbrance so contested, (B) the sale, forfeiture or loss of Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of Mortgaged Property or any part thereof. Mortgagor shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 9.

FILE No. 182-1760
RECORDING FEE $ 31.00
TRANSFER FEE $

FILED FOR RECORD THE 22 DAY OF December, 19 95 AT 11:56 O'CLOCK A M. BOOK 128 PAGE 52

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
LM CM 31

10. **Insurance.**

(a) **Risks to be Insured.** Mortgagor, at its sole cost and expense, shall maintain insurance as follows:

(i) If this is a Construction Mortgage, during the period of construction, Mortgagor will maintain builder's risk insurance, written on the so-called "builder's risk-completed value basis", in an amount equal to 100% of the insurable value of the Mortgaged Property at the date of completion, and with coverage available on the so-called "all risk", non-reporting form of policy; provided that, to the extent that any contractor for such construction shall provide a duplicate insurance policy or builder's risk policy or certificate of insurance showing that the same coverage as is herein required is being carried by such contractor and adequately protects the interest of the Mortgagee and the Mortgagor with respect to the Mortgaged Property or a part thereof, the insurance provided for by this subparagraph (i) with respect to the Mortgaged Property or such part thereof shall not be required while the Mortgaged Property or part thereof is so insured. The Mortgagee's interest shall be protected in accordance with a standard mortgagee clause.

(ii) If this is a Construction Mortgage, during the period of construction, Mortgagor will maintain comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, complete operations and contractual liability insurance) against bodily injury and property damage in amounts satisfactory to the Mortgagee. If this is not a Construction Mortgage, or upon completion of construction, Mortgagor will maintain comprehensive general public liability insurance and property damage liability insurance in amounts satisfactory to the Mortgagee to protect the Mortgagor from claims (including all costs and expenses of defending the same) for personal injury, sickness, disease or death or for damage or injury to or destruction of property (including loss of use thereof) occurring in, on or about the Mortgaged Property.

(iii) If this is not a Construction Mortgage, or upon completion of construction, Mortgagor will maintain insurance on the buildings and other improvements now existing or hereafter erected on the Land and on the fixtures and personal property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Indebtedness. At Mortgagor's option, such policy may have a coinsurance clause of not less than 90% of Replacement Cost provided the policy contains an appropriate form of cost escalation endorsement. Mortgagor will at its sole cost and expense, from time to time, and at any time at the request of Mortgagee, provide Mortgagee with evidence satisfactory to Mortgagee of the replacement cost of Mortgaged Property.

(iv) If this is a Construction Mortgage, during the period of construction, Mortgagor will maintain worker's compensation insurance with respect to all employees of Mortgagor and each contractor; and, if this is not a Construction Mortgage, or upon completion of construction, Mortgagor will maintain worker's compensation insurance with respect to all employees of Mortgagor.

(v) At all times, Mortgagor will maintain such other insurance as Mortgagee may reasonably require.

(b) **Policy Provisions.** All insurance policies and renewals thereof maintained by Mortgagor pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, contain a mortgagee clause in favor of and in form acceptable to Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after 30 days' prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects.

(c) **Delivery of Policy or Certificate.** If requested by Mortgagee, Mortgagor will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least 10 days prior to the expiration date of a required policy, Mortgagor shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee. If Mortgagor has a blanket insurance policy in force providing coverage for several properties of Mortgagor, including the Mortgaged Property, Mortgagee will accept a Certificate of Insurance, together with a certified copy of such blanket insurance policy, provided, the certificate sets forth the amounts of insurance and coverage (and such amounts are at least equal to the amounts required herein), the original policy or policies of insurance are written by a carrier or carriers acceptable to Mortgagee, such policies insure the Mortgaged Property against the risks set forth herein, and such certificate provides that the policy or policies referred to therein cannot be amended, modified or cancelled without thirty (30) days' prior written notice to Mortgagee.

(d) **Assignment of Policy.** If Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

(e) **Notice of Damage or Destruction; Adjusting Loss.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagor will, within five calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and Mortgagee and will not adjust any damage or loss which is estimated by Mortgagor in good faith to exceed $25,000 unless Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four-month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagor does hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagor.

(f) **Application of Insurance Proceeds.** All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same including but not limited to reasonable attorney's fees) to the reduction of the Indebtedness or to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Indebtedeness. Any application of insurance proceeds to principal of the Notes shall not extend or postpone the due date of the installment payable under the Notes or change the amount of such installments.

(g) **Reimbursement of Mortgagee's Expenses.** Mortgagor shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorney's fees, and all such expenses shall be additional amounts secured by this Mortgage.

11. **Preservation and Maintenance of Mortgaged Property.** Mortgagor (i) shall keep the buildings and other improvements now or hereafter erected on the Land in safe and good repair and condition, ordinary depreciation excepted; (ii) shall, upon damage to or destruction of the Mortgaged Property or any part thereof by fire or other casualty, restore, repair, replace or rebuild the Mortgaged Property that is damaged or destroyed to the condition it was in immediately prior to such damage or destruction, whether or not any insurance proceeds are available or sufficient for such purposes; (iii) shall constantly maintain the parking and landscaped areas of the Mortgaged Property; (iv) shall not commit waste or permit impairment or deterioration of the Mortgaged Property; (v) shall not alter or permit the alteration of the design or structural character of any building now or hereafter erected on the Land or hereafter construct, or permit construction of, additions to existing buildings or additional buildings on the Land without the prior written consent of the Mortgagee; (vi) shall not remove from the Land any of the fixtures, personal property or equipment included in the Mortgaged Property unless the same are immediately replaced with property of at least equal value and utility, and this Mortgage becomes a valid first lien on such property; (vii) if the Mortgaged Property is rental income property, shall generally operate and maintain the Mortgaged Property in a manner to insure maximum rentals; and (viii) shall not permit, without the prior written consent of Mortgagee, any use of the Mortgaged Property for any purpose other than that for which the same are now used or intended to be used.

12. **Contaminants.** Mortgagor warrants and represents that there are not now, nor, to the best of the Mortgagor's knowledge after reasonable investigation, have there ever been and, without the Mortgagor obtaining Mortgagee's consent and all requisite permits and approvals, there will not in the future be Contaminants stored, handled, or disposed of on the Mortgaged Property which would require cleanup, removal or other remedial action under any environmental laws. Contaminants shall mean materials, substances and compounds prohibited or regulated under any environmental laws. Mortgagor will immediately notify the Mortgagee, in writing, of any (i) investigation, inquiry, claim or action by any governmental authority or other party, against the Mortgagor regarding any environmental laws, (ii) Contaminants on the Mortgaged Property which would require cleanup, removal or other remedial action under any environmental laws. Upon the Mortgagee's request, Mortgagor will periodically provide environmental assessments or compliance audits; and agrees to permit environmental inspections and testing of the Mortgaged Property by the Mortgagee or its agents, at the Mortgagor's expense. If the Mortgaged Property is used for residential purposes, the preceding shall not apply to the presence, use, or storage on the Mortgaged Property of small quantities of Contaminants that are generally recognized to be appropriate to normal residential uses and to maintenance of the Mortgaged Property.

13. **Inspection.** Mortgagee, or its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purposes of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagor shall in no way rely thereon.

See Attached Addendum

14. **Protection of Mortgagee's Security.** Subject to the rights of Mortgagor under paragraph 9 hereof, if Mortgagor fails to perform any of the convenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of Mortgagee therein, or if the title thereto, then Mortgagee, at Mortgagee's option, may perform such convenants and agreements, defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 14, with interest thereon, shall become additional Indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree in writing to other terms of repayment, such amounts shall be immediately due and payable. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Indebtedness or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagor for any damages or claims arising out of action taken by Mortgagee pursuant to this paragraph.

15. **Condemnation.**

(a) Mortgagor hereby irrevocably assigns to Mortgagee any award or payment which becomes payable by reason of any taking of the Mortgaged Property or any part thereof, whether directly or indirectly or temporarily or permanently, in or by condemnation or other eminent domain proceedings (hereinafter called "Taking"). Forthwith upon receipt by Mortgagor of notice of the institution of any proceeding or negotations for a Taking, Mortgagor shall give notice thereof to Mortgagee and shall give to Mortgagee copies of all notices, pleadings, judgments, determinations and other papers received by Mortgagor therein and all such papers filed or served by Mortgagee therein. Mortgagor will not enter into any agreement permitting or consenting to a taking of the Mortgaged Property or any part thereof, or providing for the conveyance thereof in lieu of condemnation unless Mortgagee shall first have consented thereto in writing. All awards payable as a result of a Taking shall be paid to Mortgagee, which may, at its option, apply them in such manner as Mortgagee may determine. Any application of Taking awards to principal of the Note shall not extend or postpone the due dates of the installments payable under the Notes or change the amount of such installments.

(b) If the Taking involves a taking of any building or other improvement now or hereafter located on the Land, Mortgagor shall proceed, with reasonable diligence, to demolish and remove any ruins and completely repair or restore the Mortgaged Property as nearly as possible to the size, type and character immediately prior to the Taking whether or not the condemnation awards are available or adequate to complete such repairs or restoration. Mortgagor shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses (including reasonble attorney's fees) incurred in the collection of awards and their disbursement in accordance wtih this paragraph, and all such expenses shall be additional amounts secured by this Mortgage.

16. **Secondary Financings and Conveyances.** Mortgagor convenants and agrees that it will not, without the prior written consent of Mortgagee, create or permit to be created or to remain any subordinate lien on the Mortgaged Property or any part thereof to secure any indebtedness for borrowed money; nor will it, without the prior written consent of Mortgagee, sell, transfer, or convey the Mortgaged Property or any part thereof or any interest therein excluding (i) a transfer by operation of law upon the death of a joint tenant, by devise or by descent and (ii) the grant of any leasehold interest less than three years not containing any renewal options, which if exercised would result in a lease term of three years or more, and not containing any option to purchase.

17. **Security Interest.** This Mortgage shall constitute a security agreement with respect to (and the Mortgagor hereby grants the Mortgagee a security interest in) all personal property, equipment and fixtures included in the Mortgaged Property. The Mortgagor will from time to time, at the request of the Mortgagee, execute any and all financing statements covering such personal property, equipment and fixtures which the Mortgagee shall reasonably request.

18. **Fixture Filing.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Mortgaged Property which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

(a) Name and Address of Debtor:

Countryside Associates of Manchester, L.P.
100 Court Ave, Suite 212
Des Moines, IA 50309

(b) Name and Address of Secured Party:

Norwest Bank Iowa, National Association
666 Walnut Street, P.O. Box 837
Des Moines, IA 50309

(c) This document covers goods which are or are to become fixtures.

19. **Events of Default.** Each of the following occurrences shall constitute an event of default hereunder (herein called an "Event of Default"):

(a) Mortgagor shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms hereof.

(b) Mortgagor shall make an assignment for the benefit of its creditors, or a petition shall be filed by or against the Mortgagor under the United State Bankruptcy Code or Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within 30 days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.

(c) A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against, the Mortgaged Property or any part thereof and shall not be released, vacated or fully bonded within 30 days after its entry, issue or levy.

(d) If the Mortgagor is a corporation, 50% or more of the voting stock of the Mortgagor is transferred by sale, gift or in any other manner without the written consent of the Mortgagee, or if the Mortgagor is a partnership or limited partnership, any interest of a general partner of the Mortgagor is transferred by sale, gift or in any other manner without the written consent of the Mortgagee.

(e) An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

(f) Mortgagor shall be in default with respect to any agreement, obligation or evidence of indebtedness of Mortgagor and such default shall continue for more than a period of grace, if any, specified therein.

20. **Acceleration; Foreclosure.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

(a) Mortgagee may declare immediately due and payable all Indebtedness secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

(b) Mortgagee shall have and may exercise with respect to all fixtures which are part of the Mortgaged Property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Iowa. If notice to Mortgagor of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagor at least 10 days prior to the date of intended disposition. Mortgagor shall pay on demand all costs and expenses incurred by Mortgagee in exercising such rights and remedies, including without limitation, reasonable attorney's fees and legal expenses.

(c) Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and in connection therewith:

(1) 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 Mortgagee appoint a receiver to take immediate possession of the Mortgaged 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 such receiver shall be liable to account to Mortgagor only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Indebtedness.

(2) In the event of foreclosure of this Mortgage and sale of the property by Sheriff's sale in said foreclosure proceeding, the period of redemption after such sale shall be reduced to six months provided the Land comprises less than 10 acres and Mortgagee waives in the foreclosure action any rights to a deficiency judgment against Mortgagor which might arise out of the foreclosure proceedings.

(3) The court in a decree of foreclosure may find affirmatively that Mortgaged Property has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure. Should the court so find and if Mortgagee shall waive any rights to a deficiency judgment against Mortgagor or its successors in interest in the foreclosure action, then the period of redemption after foreclosure shall be reduced to sixty days.

(4) If any Indebtedness or evidence thereof or this Mortgage shall be placed in the hands of an attorney for collection, foreclosure, or other legal proceedings, Mortgagor will pay a reasonable attorney's fee for any service rendered by such attorney in connection therewith, and will also pay all expenses incurred by such attorney in procuring abstracts of title for purposes of any foreclosure proceeding and all other expenses reasonably incurred by such attorney in connection with such foreclosure proceeding; and such attorney's fees and expenses shall be considered part of the Indebtedness secured hereby and collectible accordingly.

21. **Forbearance Not a Waiver, Rights and Remedies Cumulative.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of the Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Notes may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises. Acceleration of maturity of the Notes, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment of Mortgagee to that effect, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity of the Notes. In the event that Mortgagee (a) grants any extension of time or forebearance with respect to the payment of any Indebtedness secured by this Mortgage; (b) takes other or additional security for the payment thereof; (c) waives or fails to exercise any right granted herein or under the Notes secured hereby; (d) grants any release, with or without consideration, of the whole or any part of the security held for the payment of the Indebtedness secured hereby; (e) amends or modifies in any respect with the consent of Mortgagor any of the terms and provisions hereof or of the Notes secured hereby; then, in any such event, such act or omission to act shall not release Mortgagor, or any co-makers, sureties, or guarantors of this Mortgage or of the Notes secured hereby, nor preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default and without in any wise impairing or affecting the lien or priority of this Mortgage.

22. **Successors and Assigns Bound; Number; Gender; Agents; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective legal representatives, successors and assigns of the parties. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall apply to all genders. 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.

23. **Notice.** Any notice from Mortgagee to Mortgagor under this Mortgage shall be sent by first class mail, postage prepaid, to Mortgagor at its address noted in paragraph 18 of this Mortgage or at such other address as Mortgagor may designate in writing to Mortgagee. Mortgagor agrees that it shall promptly advise Mortgagee, in writing, of any change in its mailing address.

24. **Governing Law; Severability.** This Mortgage shall be governed by the laws of the State of Iowa. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions and to this end the provisions of the Mortgage are declared to be severable.

25. **Production of Documents.** Mortgagor shall, while this Mortgage is in full force and effect, furnish Mortgagee with such documents, instruments and papers as Mortgagee may reasonably request from time to time in order for Mortgagee to effectuate a sale or a participation in the loan evidenced by the Notes.

26. **Waiver of Marshalling.** Mortgagor, any party who consents to this Mortgage and any party who now or hereafter acquires a lien on the Mortgaged Property and who has actual or constructive notice of this Mortgage hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

27. **Further Assurances.** At any time and from time to time until payment in full of the Indebtedness, Mortgagor will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, without limitation, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the preparation and recordation of any such instruments, including, but not limited to reasonable attorney's fees, shall become additional Indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree in writing to other terms of repayment, such amounts shall be immediately due and payable.

~~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 THE CLAIMS BASED UPON THIS CONTRACT.~~

Dated _____

Dated December 20, 1995

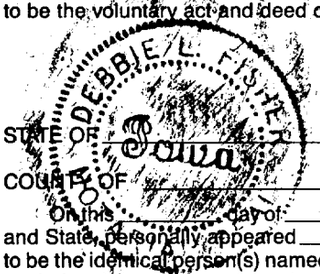
Countryside Associates of Manchester, L.P.

IN WITNESS WHEREOF, Mortgagor has executed and acknowledges receipt of a copy of this document as of the date above written.

By: James F Levy
James F. Levy, General Partner

STATE OF Iowa)
) SS:
COUNTY OF Polk)

On this 20th day of December, 19 95 A.D., before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James F. Levy ~~and~~ _____, to me personally known, who, being by me duly sworn, did say that they are the General Partner ~~and~~ _____ respectively, of said corporation executing the within and foregoing instrument, that the corporation has no seal or that the seal affixed thereto is the seal of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said General Partner ~~and~~ _____ 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.



Debbie L. Fisher
Notary Public in and for the State of Iowa

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 19_____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of _____

Addendum to Mortgage and Security Agreement
This Addendum to Mortgage and Security Agreement is dated as of December 20 , 1995

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS ACCORDINGLY AGREED AS FOLLOWS:

1. The following language is hereby added to the Mortgage:

Notwithstanding any other language contained herein, any proceeds of claims on insurance policies for damage or destruction of the building and improvements located on the Land, and any proceeds from the taking of the Mortgaged Property by condemnation or other eminent domain proceedings, after deducting therefrom any expenses incurred in the collection thereof, shall be applied to the cost of rebuilding and restoring the building and improvements located on the Land, provided, however, if an Event of Default shall exist at the time of such damage, destruction, or condemnation proceeding, or if at such time Mortgagor is no longer able to obtain a building permit to construct low-income housing on the Land as existed prior to such damage, destruction, or condemnation, or if the funds shall be insufficient to restore the Mortgaged Property to its condition which existed prior to such damage, destruction, or condemnation, then such proceeds shall be applied, at the option of the Mortgagee, either to the cost of rebuilding or restoring the building and improvements or in reduction of the indebtedness secured hereby. Any excess proceeds remaining after said indebtedness is fully paid shall be promptly remitted to Mortgagor.

2. No other modification: Except as provided above, the said Mortgage and all provisions thereof shall remain unaffected and unchanged by this Agreement and all terms, conditions and provisions of said Mortgage not modified or hereby ratified and confirmed in all respects.

Exhibit A

Countyside Associates of Manchester, L.P.

Parcel D, a part of the NE¼ NW¼ of Section 29, Township 89 North, Range 5 West of the 5th P.M. according to Plat recorded in Book 7 Plats, Page 47, also sometimes described as follows: Commencing at the North Quarter Corner of Section 29, T89N, R5W of the 5th P.M.; thence N90°00'00"W along the North line of the NE¼ of the NW¼ of said Section 29, 628.68 feet; thence S0°04'15"W, 33.00 feet to the Northwest Corner of Lot 114 of Henry Acers Addition to Manchester, Iowa; thence N90°00'00"W along the South Right-Of-Way line of Line Street 66.00 feet to the point of beginning; thence continuing N90°00'00"W, 400.00 feet; thence S0°04'15"W, 655.00 feet; thence S90°00'00"E, 400 feet; thence N0°04'15"E, 655.00 feet to the point of beginning.

182-1760
DELAWARE COUNTY IOWA
FILED

'95 DEC 22 AM 11 56

BOOK 128 PAGE 52
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$31.00

Countryside Associates
of Manchester

To

Norwest Bank of Iowa

Delaware County Abstract ✓

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