CHART ELEMENTS INDEXED IN INDEX

First State Bank

341-3381
DELAWARE COUNTY IOWA
FILED
'96 MAY 21 PM 2 40
RECORDED 139 PAGE 238
DEBORAH L PEYTON
DELAWARE CO RECORDER
31.00

Prepared by: Joseph Wiewel, 300 E. Main, Manchester, Iowa 52057 Phone 319 927-3811

DEED OF TRUST

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the second party, its successors and assigns, forever, first parties hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto second party, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the first parties hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Provided always, that this conveyance is made in trust for the following uses and purposes:

To secure payment to second party, its successors or assigns, all of notes, obligations and liabilities of first parties to second party, and on which note or notes, obligations and liabilities first parties, either jointly or severally, is or are maker, endorser, surety or guarantor. The intention of first parties hereby is to cover and secure payment to second party of any indebtedness now or hereafter owing by first parties and also to secure payment of any extensions or renewal of any such indebtedness or any part thereof. When all such notes, obligations and liabilities and any renewals or extensions thereof shall be fully paid, together with interest thereon, then these presents shall be void, otherwise they shall be and remain in full force and effect.

First parties hereby agree to pay all taxes and assessments, general or special, upon or against any of the real estate hereinabove described, or any part thereof, before such taxes or special assessments become delinquent and agree to keep all of the said property and the buildings thereon, insured against loss or damage by fire with extended coverage during the existence of this Deed of Trust, in at least the insurable value of such buildings in insurance companies approved by second party, its successors of assigns, and also hereby agree to deliver such insurance policies to second party as further security for the payment of the obligations herein secured. First parties also hereby agree that in the event of loss or damage of any such property by any of the hazards insured against, that the proceeds of such insurance, at the option of the second party, its successors or assigns, shall be paid to and received by second party, its successors or assigns, and applied toward payment of the obligations secured by this Deed of Trust.

It hereby expressly is agreed by and between the parties hereto and made part of this Deed of Trust that in the event of the nonpayment of any of said notes, obligations and liabilities in accordance with their terms at maturity, whether such maturity be by acceleration or otherwise, or in the event of the failure of first parties to keep and perform any of the conditions, stipulations and covenants herein contained, that then the whole amount of principal and interest secured by this Deed of Trust and then unpaid shall become due and payable absolutely, at the option of second party, its successors or assigns, and without notice to first parties, suit may be brought for the collection thereof, and for the foreclosure of this Deed of Trust. It further hereby is agreed by and between the parties that second party, its successors or assigns, may, if it so elect, pay any delinquent taxes, general or special, against the above described property or any part thereof, and insurance premiums and that any moneys so expended shall become part of the obligations secured hereby in addition to the other notes and obligations secured hereby and shall draw interest at the rate of 18 per cent per annum from date of such ~~advance~~ to second party until repayment thereof to second party.

For Release, See Book 1999
Page 3329 9-24-99

First parties hereby agree that in the event legal proceedings by foreclosure or otherwise are instituted to collect any of the notes or obligations or liabilities hereby secured, or in the event of the collection of any such notes or obligations by an attorney at law, that a reasonable attorney's fee and also the reasonable cost and expense of any abstract of title and title search shall be allowed and added to the debt secured hereby and become lien upon all of the property hereinabove described. Any first parties agree to pay such attorney's fees, abstract expense and title search expense, and such attorney's fees and expenses shall be taxed as part of the costs in any judgment or decree rendered in such proceedings. If the holder of this Deed of Trust at any time becomes involved in any legal, equitable or other proceedings involving any of the security hereinbefore mentioned, or involving the proceeds of any of such security, first parties hereby agree to pay the reasonable expenses, including attorney's fees of the holder hereof by reason thereof, and this Deed of Trust shall stand as security for all such sums.

It is hereby further agreed that in case of default in any respect in the strict performance of any of the covenants, agreements or conditions of this Deed of Trust, that the second party, its successors or assigns, either before or on commencement of any action to foreclose this Deed of Trust, or at any time thereafter, shall be entitled to the appointment of a receiver who shall have the power to take and hold possession of the hereinabove described real estate, and rent the same and collect the rents and profits therefrom, and such rights shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in foreclosure and the right to have such receiver appointed on application of second party, or its successors or assigns, shall exist during the statutory period of reception, regardless of the solvency or insolvency of the first parties and regardless of the value of the aforesaid premises or the waste, loss or destruction of the rents and profits of said premises.

It is hereby further agreed and understood that in case the first parties default hereunder in any respect, that the second party, its successors or assigns, is authorized at its option to take immediate possession of the aforesaid real estate, or any part thereof, and to rent the said real estate and shall be liable to account to the first parties only for the net profits thereof. And it is further agreed that the taking of possession of such property by second party, its successors or assigns, as provided above shall in no manner prevent or retard the collection of the notes or obligations hereunder payable, by foreclosure or otherwise. And second party, its successors or assigns, hereby is authorized to hold or to continue such possession until the said real estate is sold and if redemption of any of the property is permitted by law, then until such property has been redeemed, or until the time for redemption has expired.

Obligations of the First Parties secured by this conveyance may not be assumed by a purchaser without written consent of the second party hereto.

In case the title to any of the property covered by this Deed of Trust is attacked, first parties hereby authorize second party to employ an attorney and contest the claim, and first parties hereby after that the reasonable attorney's fee of such attorney shall be allowed and added to the debt secured hereby, and shall become a lien upon the property covered by this Deed of Trust, and that such fees and expenses so expended shall become a part of the principal secured hereby, in addition to the notes, liabilities and obligations secured hereby and shall draw interest at the rate of 18 per cent per annum.

IN WITNESS WHEREOF, first parties have hereunto set their hands and seals at Manchester, Iowa, on the date first hereinabove written.

NOTICE: This mortgage secures credit in the amount of $ 100,000.00. 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.

Partial (Release)
For Release, See Book 133
Page 33
10/17/96

DATE 5-21-96 BOOK 139 PAGE 239

DEED OF TRUST

TO

STATE OF _____ } ss.
_____ County, }

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

_____ Recorder.

_____ Deputy.

Fee, $ _____

When filed, recorded and indexed
Return to

X See attached signature page 1 (Seal) X _____ (Seal)

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

"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."

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Receipt of this instrument is hereby acknowledged.	
Date	Initial
Date	Initial

STATE OF _____ } ss.
COUNTY OF _____ }

On this _____ day of _____, A.D. 19 ____, before me, the undersigned, a Notary Public in and for _____, personally appeared _____ to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public in and for _____ County, _____

DEED OF TRUST

THIS INDENTURE, made and executed this 21 day of MAY, 19 96, by and between See attached page 2, of the City of _____, County of _____, and State of _____, first parties and First State Bank a corporation organized under the laws of the State of Iowa with its principal office and place of business at Manchester, Iowa, second party,

WITNESSETH:

That first parties for and in consideration of the indebtedness to the second party and of the trust hereinafter created, and in further consideration of the sum of One Dollar ($1.00) and other valuable consideration to them in hand paid by the second party, receipt whereof is hereby acknowledged, to by these presents grant, bargain, sell and convey unto second party, its successors and assigns forever, the certain real estate and the appurtenances thereunto belonging, situated in the County of Delaware and State of Iowa to-wit:

See attached legal description.

and also all of the rents, issues, use and profits of said land and the crops raised thereon, from date hereof until the debt secured thereby shall be paid in full, the intention being to convey hereby an absolute title in fee to the property hereinabove described, including any right of homestead and also every contingent right therein.

SIGNATURE PAGE

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in the attached Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X Wayne M. Henderson
Wayne M. Henderson

X Leonora M Henderson
Leonora Henderson

X Cheryl C Hussmann Ries
Cheryl C. Ries

X Francis C Ries
Francis Ries

X Marlene J. Noggle
Marlene J. Noggle

X Lowell Noggle
Lowell Noggle

X Arlan J Henderson
Arlan J. Henderson

State of Iowa
County of Delaware

On this 21st day May, 1996, before me, the undersigned, a Notary Public in and for Delaware County, personally appeared Wayne M. Henderson and Leonora Henderson, husband and wife, Cheryl C. Ries and Francis Ries, wife and husband, Marlene J. Noggle and Lowell Noggle, wife and husband and Arlan J. Henderson, a single person to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public in for Delaware County, Iowa

JOSEPH WIEWEL
MY COMMISSION EXPIRES
5-10-96

Wayne M. Henderson and Leonora Henderson, of Mason City, Iowa, Cheryl C. Ries and Francis Ries, of Hopkinton, Iowa, Marlene J. Noggle and Lowell Noggle, of Cedar Raids, Iowa, and Arlan J. Henderson of Masonville, Iowa are the parties of the first part.

Continuation of description of deed: Commencing at the point of intersection of the center of the Delhi and Independence State Road with the South line of South West quarter of South East quarter of Section Twenty Nine (29), and running thence East to the Southeast corner of said Section Twenty Nine (29), thence North to Northeast corner of South East quarter of said Section Twenty Nine (29), thence East to Southeast corner of South West quarter of North West quarter of Section Twenty Eight (28), thence North forty six (46) rods, thence Northwesterly to a point in center of road which is thirty (30) rods Southwesterly along the center of said road from intersection of centerof said road with North line of said South West quarter of North West quarter of Section Twenty Eight (28), thence Southwesterly along said road to point of beginning, excepting that tract described as commencing at a point on West line of said Section Twenty Eight (28), eight and one half (8½) rods North of Southwest corner of South West quarter of North West quarter of said Section Twenty Eight (28), being the point where the center of Prairie Creek road as now traveled crosses said section line, thence Northwesterly along the center of said road ten (10) rods to center of Independence and McCounts State Road as now traveled, thence Northeasterly along center of said road thirty six (36) rods, eleven (11) feet and six (6) inches, thence Southeasterly on a line parallel with Prairie Creek road seventeen and one half (17½) rods, thence Southwesterly on a line parallel with Independence and McCounts State Road thirty six (36) rods, eleven (11) feet and six (6) inches to the center of Prairie Creek road, thence Northwesterly along the center of said Prairie Creek road seven and one half (7½) rods to place of beginning;

Also commencing at the center of Section Twenty Nine (29), and running thence South twenty and seventy-seven one-hundredths (20.77) chains, thence South fifty five (55) degrees thirty (30) minutes East thirteen and eighty nine one-hundredths (13.89) chains to center of Delhi and Independence State Road, thence Northeasterly along center of said road thirty four (34) degrees thirty (30) minutes East twenty and ninety two one-hundredths (20.92) chains, thence North sixty three (63) degrees fifty (50) minutes West twenty five and eighty-four and three-fourths one-hundredths (25.84 3/4) chains to point of beginning, except one acre deeded to cemetery;

All being in Sections Twenty Eight (28) and Twenty Nine (29), Township Eighty Nine (89) North, Range Six (6), West of the Fifth P.M., ~~from and~~

also the following described real estate:

Beginning at the Northwest corner of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Six (6), West of the Fifth P.M., in Delaware County, Iowa, and running thence South twenty five (25) rods, thence Southeasterly along the center of the public highway twelve (12) rods, thence North twenty seven (27) rods to the North line of said quarter section, thence West about twelve (12) rods to the place of beginning; also all that part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of said Section Twenty Eight (28) lying North of Prairie Creek Road as same is now travelled.

except

That portion of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Twenty-nine (29), Township Eighty-nine (89) North, Range Six (6) West of the Fifth P.M., described as commencing at a point in the center of Coffins Grove Road at a point Sixty-four (64) rods Northeasterly of where said road crosses the South line of said Section Twenty-nine (29), thence Northeasterly along the center of said road a distance of 8.44 rods, thence Northwesterly and perpendicular to the center of said road, a distance of 19 rods, thence Southwesterly, and parallel to the center line of said road, a distance of 8.44 rods, thence Southeasterly and perpendicular to the center of said road, a distance of 19 rods to point of beginning.

also the following described real estate:

Lot Eleven (11), Amsden's Addition to Manchester, Iowa, according to plat recorded in Book 3 L. D., Pages 276-277, Delaware County, Iowa.