INDEXED IN CHATTEL MTG. INDEX

35-1858

137 142

21.00

Prepared by JANE HERMSEN for Dupaco Community Credit Union, 3299 Hillcrest, Dubuque, Iowa 52001, Phone 319/557-1700.

THOMAS M CONRY JANET C CONRY PO BOX 13 RR 1 DYERSVILLE, IA 52040 **MORTGAGOR** "I" Includes each mortgagor above.	DUPACO COMMUNITY CREDIT UNION DUBUQUE, IOWA 52001 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, THOMAS M CONRY AND JANET C CONRY, HUSBAND AND WIFE, sell, convey and mortgage to you on DECEMBER 12, 1997, 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").

89-336

PROPERTY ADDRESS: RR 1 BOX 13 (Street), DYERSVILLE (City), Iowa 52040 (Zip Code)

LEGAL DESCRIPTION:

THAT PART OF THE NORTHEAST QUARTER (NE¼) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION THIRTY SIX (36), TOWNSHIP EIGHTY NINE (89) NORTH, RANGE THREE (3), WEST OF THE FIFTH P.M. DESCRIBED AS COMMENCING AT A POINT SEVEN HUNDRED TWENTY SIX AND FIVE-TENTHS (726.5) FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE¼) OF THE SOUTHWEST QUARTER (SW¼) AND RUNNING THENCE WEST TWO HUNDRED SIXTY (260.0) FEET, THENCE SOUTH ONE HUNDRED FORTY TWO (142.0) FEET, THENCE EAST TWO HUNDRED SIXTY (260.0) FEET, THENCE NORTH ONE HUNDRED FORTY TWO (142.0) FEET TO THE POINT OF BEGINNING.

For Release, See Book 1999 Page 031 1-5-99

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 _____.

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):
HOME MORTGAGE NOTE DATED DECEMBER 12, 1997

The above obligation is due and payable on DECEMBER 12, 2001 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of FOUR THOUSAND THREE HUNDRED SEVENTY DOLLARS & 46/100 Dollars ($ 4,370.46), 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 $ 4,370.46. 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.

(Signature) THOMAS M. Conry 12/12/97 (Date) (Signature) Janet C. Conry JANET C. Conry 12/12/97 (Date)

SIGNATURES: By signing below, I agree to the terms and covenants contained on both sides 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.

THOMAS M. Conry

Janet C. Conry JANET C. Conry

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

On this 12TH day of DECEMBER, 1997 before me, a Notary Public in the State of Iowa, personally appeared THOMAS M CONRY AND JANET C CONRY, HUSBAND AND WIFE,

Individual Acknowledgment [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.

LARRY ROBERTSON MY COMMISSION EXPIRES 11/28/00

Notary Public In The State Of Iowa

DATE 12-22-97 BOOK 132 PAGE 142 IOWA

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 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 the front side 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.

DUPACO COMMUNITY CREDIT UNION

Hillcrest at JFK
(319) 557-7600
Dubuque, IA 52001

719 Ninth Street SE
(319) 875-2795
Dyersville, IA 52040

1465 Sycamore
(319) 557-7708
Dubuque, IA 52001

300 South Locust St.
(319) 557-1713
Dubuque, IA 52003

THIS IS A CONSUMER CREDIT TRANSACTION
CLOSED-END CREDIT DISCLOSURE STATEMENT AND AGREEMENT

Please read this Credit Agreement and the Federal Disclosures carefully. Your credit union wants you to understand the terms of this loan and how it works. In this agreement the words **you** and **your** mean any person signing this agreement. If more than one person signs below, each and all of those who sign will be responsible for repaying the loan in full (this means each person signing is jointly and severally liable). The terms on the reverse side are part of the entire agreement.

Document No. 302

BORROWER NAME (Last - First - Middle Initial) AND ADDRESS (Street - City - Zip Code)	DATE	MEMBER NUMBER
THOMAS M CONRY P O BOX 13 DYERSVILLE, IA 52040	12 DEC 1997	3249801 29
	NOTE NUMBER 100809	MATURITY DATE 12 DEC 2001
PURPOSE OF LOAN 14 PAYOFF LENDERS	INTEREST RATE ☒ FIXED ☐ VARIABLE	

TRUTH-IN-LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you, if you pay as scheduled.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all payments as scheduled.	
12.000 %	$ 1,179.68 e	$ 4,370.46	$ 5,895.92 e	The annual percentage rate does not take into account my required deposit.

The following paragraph applies only if this is a variable rate loan:

Variable Rate: The annual percentage rate may increase during the term of this transaction if the "index" increases. The index is the prior quarters average of the 26-week T-Bill Discount rate, rounded up to the nearest 1/4%. The annual percentage rate may change the first of each quarter (quarters begin January 1, April 1, July 1 and October 1). Any increase will result in more payments of the same amount. Example: if your loan was $3000 at 12% APR for 24 months and the rate increased to 13% APR after one year, you would have to make one additional payment.

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
47	$122.84	BEGINNING 12 JAN 98 And Monthly Thereafter
And 1 of	$122.44	

PROPERTY INSURANCE: If this loan is secured by tangible personal property, as indicated below, property damage insurance is required by the credit union. Such insurance is not obtainable from or through the credit union. You may obtain property insurance from any insurance company of your choice that is acceptable to the credit union.

Security: You are giving a security interest in your share, sharedraft and other deposit accounts with the credit union.
☐ the goods or property being purchased: ☒ 3RD LIEN ON HOUSE

Filing Fees	Non-Filing Insurance
$ 21.00 E	$ NONE

☐ Assumption: Someone buying your home (may subject to conditions) (cannot) assume the remainder of this debt on the original terms.

Prepayment: If you pay off early, you will not have to pay a penalty.

Refer to the contractural provisions stated on the reverse side of this Disclosure Statement and Agreement for any additional information concerning nonpayment, default, the right to accelerate the maturity of the obligation and security interests.
e = estimate

ITEMIZATION OF THE AMOUNT FINANCED

Itemization of Amount Financed at	Amount Given to You Directly	Amount Paid on Your Account	Prepaid Finance Charge
$ 4,370.46	$ 0.00	$ 4,370.46	$ N/A
Amount Paid to Others on Your Behalf			
$ To	$ To	$ To	$ To

NOTE AND SECURITY AGREEMENT

The following paragraph applies only if this is a variable rate loan:

Interest: Interest will be charged from the date of this loan until you have what you owe under this Agreement. The initial rate of interest will be at the Annual Percentage Rate shown in the Truth-In-Lending Disclosure above. The interest rate is subject to change as follows:

The **Annual Percentage Rate** for this loan may change the 1st of each quarter (quarters begin January, April, July and October). The **Annual Percentage Rate** on this loan is based on the average of the prior quarter's 26-week T-Bill Discount rate rounded up to the nearest 1/4% plus the "margin" which is disclosed in the applicable table on the attached chart which is incorporated in and made a part of this agreement. The Annual Percentage Rate will never be less than 6.00% or greater than **21%** or such other rate as allowed by law. Any increase in the APR will result in more payments of the same amount. In the event the T-Bill which in part determines the Annual Percentage Rate for this loan goes out of existence, the credit union reserves the right to select another method for determining the ongoing Annual Percentage Rate.

Security Offered:

NOTE 3RD LIEN ON PROPERTY AT RR 1 BOX 13
MANEQUITY LOAN DYERSVILLE, IA 52040

Cross Collateralization: I give you a Security Interest in the collateral described above to secure this debt and all other debts now or hereafter owed you, including all debts incurred by credit card (and overdrafts) except that this collateral shall not secure any loan from you that is secured by my principal residence.

Wisconsin residents: No provisions of a marital property agreement, a unilateral statement under Wisconsin Stat. sec. 766.59 or a court decree under Wisconsin Stat. sec. 766.70 adversely affects the interest of the credit union unless prior to the time the credit is extended. The credit union is furnished with a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision when the obligation to the credit union is incurred. I/we further certify that the credit applied for is in the best interest of the marital or family in accordance with Wisconsin Statute 766.55 (1)

This Note is governed by the laws of Iowa

Applicant's Signature

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

If you agree to make and be bound by the terms of this Note and Security Agreement sign below. *If you are an owner of the collateral other than a borrower for this loan, sign below and check the box for "Owner of Collateral". By doing so you agree only to the terms of the Security Agreement.* **NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. By signing below, you acknowledge receipt of a copy of this loan document. 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.**

Borrower	Date	Borrower ☒ Owner of Collateral (other than a Borrower)	Date
X (SEAL)	12 DEC 97	X Janet C. Conry (SEAL)	12 DEC 97
Borrower ☐ Owner of Collateral (other than a Borrower)	Date	Witness	Date
X (SEAL)		X (SEAL)	

CREDIT INSURANCE APPLICATION

You understand that Credit Life Insurance and Credit Disability Insurance are not required to obtain credit and will not be provided unless you initial or sign the request below and agree to pay the additional premium cost. Purchase of this insurance is voluntary. You reserve the right to cancel this insurance by giving your credit union 30 days advance written notice. You may select the insurer of your choice.

If Joint Credit Life Coverage is selected, the undersigned Joint Insured agrees to these statements.

CREDIT DISABILITY MAXIMUMS: $600, $30,000
CREDIT LIFE MAXIMUM: $50,000

You understand for Disability Insurance you must be actively at work and regularly performing all the usual duties of a full-time gainful occupation on the date of each loan advance for this coverage to take effect.

You elect to become insured with the coverages selected below with respect to all loan proceeds advanced to you under this credit agreement and you authorize your credit union to add the monthly premium charge to your loan balance. **BY SIGNING BELOW, YOU ACKNOWLEDGE RECEIPT OF A COPY OF THE INSURANCE CERTIFICATE.**

You elect CREDIT DISABILITY ☒ Yes ☐ No SINGLE CREDIT LIFE ☒ Yes ☐ No JOINT CREDIT LIFE ☐ Yes ☒ No

Premium Schedule: Credit Disability $ 275.34 e Single Credit Life $ 70.44 e Joint Credit Life $ e

If the insured is totally disabled for more than 14 days the Disability Benefit will commence with the 1st day.

DATE	DATE OF BIRTH	SIGNATURE OF BORROWER ELIGIBLE TO BE INSURED (Be sure to check the boxes above)	SIGNATURE OF CO-BORROWER ELIGIBLE ONLY FOR JOINT CREDIT LIFE	DATE OF BIRTH
12 DEC 97	17 DEC 1944	X	X	

BOOK 132 PAGE 147

AGREEMENT PROVISIONS

1. **Promise to Pay:** You promise to pay to the credit union or to anyone to whom the credit union may transfer this Disclosure Statement and Agreement, the Amount Financed plus the Finance Charge according to the payment schedule as each is set forth in the Federal Disclosures on the reverse side of this Disclosure Statement and Agreement. Your Payment Amount includes interest computed and payable at the Annual Percentage Rate shown in the Federal Disclosure on the outstanding balance of the Amount Financed from the date the Finance Charge begins until repayment in full. The exact amount of your final payment (as well as the total Finance Charge and the Total of Payments) will be somewhat more or less than the amounts disclosed if the credit union does not receive each payment on its scheduled payment date. If your loan is a variable rate loan, the Annual Percentage Rate will vary in accordance with the movements of the index as disclosed in the Federal Disclosures. Therefore, either the amount of your periodic payments or the number of such payments are subject to change, and your final payment, Finance Charge, and Total of Payments will be different than disclosed. You also understand that all payroll deductions are voluntary.

2. **Security:** To provide the credit union with security for payment and performance of all your obligations under this Disclosure Statement and Agreement, which may now exist or may exist in the future, the credit union shall have in accordance with Chapter 533.12 of the Code of Iowa a lien on (to freeze) your present and future shares, share certificates and dividends to the extent of that portion of your loan which is in default and any charges due. You are also giving the credit union a security interest in your present and future share draft, share certificate and other deposit accounts and in the proceeds and unearned premiums of any property damage insurance and the proceeds of any credit life and/or disability insurance purchased under this Disclosure Statement and Agreement. Furthermore, if the security disclosure on the reverse side indicates that tangible personal property is given to secure this loan, you give the credit union a security interest in such property, as well as in any accessions to such property, any proceeds from the sale of the property, and any interest or dividends resulting from such property (collectively, the "Collateral"). If you have a "Share Pledge" you agree that you cannot withdraw amounts from that account(s) if it would reduce the amount in such account(s) below the lesser of (a) the outstanding balance of the loan, or (b) the amount listed as the maximum share pledged. The lien and/or security interest given above will not apply to any of your Keogh, Individual Retirement Accounts or other tax-deferred accounts.

You further agree: (a) to maintain, protect and preserve the Collateral; (b) not to use or permit anyone to use the Collateral in violation of this Disclosure Statement and Agreement or any statute, regulation or ordinance or any policy of insurance covering the Collateral; (c) to pay promptly when due, all taxes, charges, encumbrances or liens now or later imposed upon or affecting the Collateral; (d) to notify the credit union promptly of any change of your name or address on file; (e) to help the credit union do all that is necessary to protect its security interest in the Collateral, including giving the credit union all endorsements, assignments, financing statements, or other writings which are necessary to protect its security interest and its priority; (f) not to sell, encumber, lease, rent or otherwise dispose of, or give the Collateral to anyone else (other than the credit union) without written permission; (g) to promptly deliver to the credit union in the form received, all proceeds of the Collateral you receive; (h) at any reasonable time, upon demand, to exhibit to the credit union and allow the credit union to inspect the Collateral; (i) unless delivered to the credit union to keep the Collateral at your residence, as set forth in the credit union's records, and not to remove it from that location without written permission (j) to obtain written permission from the credit union before making major alterations; and (k) to insure the Collateral for its full value against loss and damage with an insurance company of your choice that is acceptable to the credit union. The policies for such insurance must say that the credit union is to be paid if there is a loss. If the Collateral is lost or damaged, the credit union can use the insurance proceeds to replace or repair it, or to repay any amount you owe. If you do not insure the Collateral, the credit union can insure it (although the credit union does not have to and will not be liable to you or to any third party if the credit union does not). You agree to pay the cost of such insurance in one of the following ways as the credit union may choose: (1) in full or demand; (2) in installments with a Finance Charge at the Annual Percentage Rate shown in the Federal Disclosure on the reverse side of this Disclosure Statement and Agreement, which will either increase the amount or the number of your periodic payments. The collateral description on the reverse side is part of this agreement.

3. **Acceleration:** In the event of (a) your failure to make any payment when due; (b) your breach of any term contained in this Disclosure Statement and Agreement; (c) your death; or (d) any statement made by you in connection with this Disclosure Statement and Agreement being false in any material respect, then, upon the credit union's election and upon notice required by applicable law, the entire amount of your debt will be immediately due and payable.

4. **Default:** If you do not make your payments as required, or if any other event described in the "Acceleration: paragraph occurs, you will be in default under this Disclosure Statement and Agreement. When you are in default and after expiration of any right you have to cure your default under applicable state law, the credit union can take the Collateral, without breach of the peace, or the credit union can take advantage of any other rights and remedies given to secured parties under the Uniform Commercial Code or other applicable law. The credit union will not be responsible for any of your property not covered by this agreement that you leave inside the Collateral. The credit union will try to return that property to you. After the credit union has take possession of the collateral, the credit union can sell it and apply the proceeds of the sale to the unpaid balance of the loan. The credit union will give you at least ten (10) days's notice of any public sale or the date after which the credit union will be free to have a private sale. The costs the credit union incurs in taking possession of and selling the collateral will be deducted from the money received from the sale. The credit union will apply the rest of the money received to the unpaid balance and finance charge on the loan. If you have also agreed to pay the loan, you may be personally liable for any amount unpaid after the sale money has been applied to the loan.

6. **Savings Clause:** If any of the provisions of this Disclosure Statement and Agreement shall be held invalid or unenforceable, then this Disclosure Statement and Agreement shall be construed as if it did not contain these provisions and the credit union's rights and obligations shall be construed and enforced accordingly. If a court later determines that the Annual Percentage Rate imposed under this Disclosure Statement and Agreement exceeds that which is permitted by statue or regulation, the credit union will reduce the Annual Percentage Rate to the highest rate permitted by law and any excess interest previously paid will be applied to your outstanding principal balance or repaid to you.

7. **Protection of Rights:** The credit union's rights, powers and remedies under this Disclosure Statement and Agreement shall be cumulative and in addition to all rights, powers and remedies provided by law. No failure or delay by the credit union in exercising any such right, power or remedy shall be deemed a waiver thereof; any such waiver must be in writing signed by the credit union. The credit union can enforce this Agreement against your heirs or Legal Representatives. If the credit union changes the terms of the loan, you agree that this security interest will continue to protect the credit union.

8. **Joint Borrowers:** If more than one person signs this Disclosure Statement and Agreement, you agree that all such persons are equally responsible for the obligation and agreements under this Disclosure Statement and Agreement although the credit union may sue any of you.

9. **Governing Law:** This Disclosure Statement and Agreement will be governed by the law of the State of Iowa and applicable federal law.

The credit union can enforce this Agreement against your heirs or representatives. If the credit union changes the terms of the loan, you agree that this security interest will continue to protect the credit union.

NOTICE: SIGN THIS AGREEMENT ON THE REVERSE SIDE.

NOTICE

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

SUPPLEMENTAL LOAN AGREEMENT PROVISIONS

I UNDERSTAND THAT THE TERMS OF MY LOAN AGREEMENT REQUIRE THAT

(A) I OBTAIN PROPERTY INSURANCE AGAINST LOSS OR DAMAGE (SUBJECT TO A MAXIMUM DEDUCTIBLE OF $500.00) ON THE MOTOR VEHICLE SECURING MY LOAN IN ANY AMOUNT SUFFICIENT TO COVER YOUR INTEREST IN THE MOTOR VEHICLE. THIS COVERAGE IS COMMONLY REFERRED TO AS COMPREHENSIVE AND COLLISION INSURANCE.

(B) THE INSURANCE POLICY OBTAINED MUST CONTAIN A LOSS PAYABLE CLAUSE ENDORSEMENT NAMING YOU AS AN ADDITIONAL INSURED.

I UNDERSTAND THAT I MAY OBTAIN THE INSURANCE FROM ANY AGENT OR COMPANY OF MY CHOICE. I WILL INSTRUCT MY INSURANCE AGENT TO SEND A COPY OF THE INSURANCE POLICY, INCLUDING AN APPROPRIATE LOSS PAYABLE CLAUSE ENDORSEMENT, TO:

DUPACO COMMUNITY CREDIT UNION
Hillcrest at JFK, Dubuque, IA 52001
(319) 557-7600

I HEREBY AGREE THAT IF I FAIL TO PROVIDE YOU WITH ACCEPTABLE EVIDENCE OF THE REQUIRED INSURANCE COVERAGE AT ALL TIMES DURING THE TERM OF MY LOAN, I WILL BE IN DEFAULT UNDER THE TERMS OF MY LOAN AGREEMENT AND AS A RESULT I WILL REPRESENT A GREATER RISK TO YOU. IN THIS EVENT, YOU MAY, AT YOUR OPTION, PURCHASE INSURANCE FOR YOUR PROTECTION ONLY. I AUTHORIZE YOU TO ADD SUCH INSURANCE PREMIUMS, AND FINANCE CHARGES THEREON AT THE INTEREST RATE SET FORTH IN MY LOAN AGREEMENT, TO MY LOAN BALANCE. THIS OPTION MAY RESULT IN AN INCREASE IN THE AMOUNT OF MY PERIODIC PAYMENTS AND/OR IN THE NUMBER OF PERIODIC PAYMENTS REQUIRED. I UNDERSTAND THAT YOU WILL RETAIN A SECURITY INTEREST IN THE VEHICLE SECURING MY LOAN UNTIL THE ENTIRE BALANCE, INCLUDING ANY PREMIUMS AND FINANCE CHARGES, IS PAID.

BECAUSE I WILL REPRESENT AN INCREASED RISK, I UNDERSTAND AND AGREE THAT ANY INSURANCE PURCHASED BY YOU FOLLOWING MY FAILURE TO PROVIDE THE REQUIRE INSURANCE:

1. MAY CONTAIN COVERAGES EXCEEDING THE PHYSICAL DAMAGE INSURANCE REQUIREMENTS OF MY LOAN AGREEMENT, INCLUDING, FOR EXAMPLE, MECHANICAL BREAKDOWN COVERAGE (PROVIDING REIMBURSEMENT FOR EXPENSES INCURRED BY YOU AFTER REPOSSESSION OF THE VEHICLE TO REPAIR MECHANICAL DAMAGE TO THE VEHICLE), CREDITOR PHYSICAL DAMAGE (PROVIDING REIMBURSEMENT FOR EXPENSES INCURRED BY YOU AFTER REPOSSESSION OF THE VEHICLE TO REPAIR PHYSICAL DAMAGE TO THE VEHICLE), MECHANICS LIEN COVERAGE (ALLOWING REIMBURSEMENT FOR MECHANICS LIENS ARISING FROM DAMAGE TO THE VEHICLE AND SATISFIED TO EFFECT YOUR REPOSSESSION OF THE VEHICLE), CONCEALMENT OR SECRETION, SKIP, CONVERSION, AND EMBEZZLEMENT COVERAGES, (PROVIDING PAYMENT IN THE EVENT OF YOUR INABILITY TO LOCATE THE VEHICLE), CONFISCATION COVERAGE (PROVIDING PAYMENT IN THE EVENT YOU ARE UNABLE TO RECOVER THE VEHICLE BECAUSE IT HAS BEEN CONFISCATED BY A GOVERNMENTAL AGENCY OR BODY);
2. MAY PROVIDE A FORM OF LIMITED COMPREHENSIVE AND COLLISION COVERAGE WHICH IS PRIMARILY DESIGNED TO PROTECT ONLY YOUR INTEREST IN THE VEHICLE AND WHICH WILL BE SUBJECT TO A $500.00 DEDUCTIBLE AND WILL NEVER EXCEED THE LEAST OF (A) THE NET AMOUNT I OWE ON THIS LOAN, (B) THE ACTUAL CASH VALUE OF THE VEHICLE AT THE TIME OF ANY LOSS, OR (C) THE COST OF REPAIR OR REPLACEMENT OF THE VEHICLE;
3. WILL NOT PROVIDE BODILY INJURY OR PROPERTY DAMAGE LIABILITY COVERAGE AND WILL NOT FULFILL THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAW OR ANY STATUTORY REQUIREMENT FOR NO-FAULT COVERAGES;
4. WILL BE RATED ACCORDING TO HIGH RISK CRITERIA AND YOUR BUSINESS ADDRESS RATHER THAN MY RESIDENCE; AND
5. WILL BE EFFECTIVE AND PILLED RETROACTIVELY TO THE EARLIEST DATE ON WHICH, TO YOUR KNOWLEDGE, I WAS WITHOUT THE REQUISITE INSURANCE, REGARDLESS OF WHEN YOU ACTUALLY PUT SUCH INSURANCE IN PLACE.

THE TERMS OF THESE SUPPLEMENTAL LOAN AGREEMENT PROVISIONS ARE HEREBY MADE A PART OF MY LOAN AGREEMENT AND/OR NOTE, A COPY OF WHICH IS ATTACHED HERETO, AND ARE BINDING UPON ME WITH THE SAME EFFECT AS IF THEY WERE SET FORTH IN SUCH LOAN AGREEMENT AND/OR NOTE.

X _____ X _____

BORROWER CO-BORROWER