99KS01757

Rel. Co. RB.

DELAWARE COUNTY IOWA
FILED
1999 MR 12 PM 2:00
BOOK 1999 PAGE 873
DEBORAH L. FENTON
DELAWARE CO. RECORDER
31.00

PREPARED BY

Mackenzie Meegel
RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

NOVUS Financial Corporation of Iowa
4909 EAST 26TH STREET,
SIOUX FALLS, SD 57110

Loan Number: 940-2-390-415233

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

NOVUS FINANCIAL CORPORATION OF IOWA	IOWA MORTGAGE AND FIXTURE FILING

(THIS MORTGAGE AND FIXTURE FILING SECURES A LINE OF CREDIT AGREEMENT WHICH PROVIDES, SUBJECT TO CERTAIN CONDITIONS, FOR OBLIGATORY ADVANCES AND FOR A VARIABLE INTEREST RATE)

THIS Mortgage, is made **March 8, 1999**

among the Mortgagor, (herein "Borrower") **WILLIAM W. HAVENS and CHRISTY C. HAVENS**

with the Property Vesting/Relationship of **HUSBAND AND WIFE AS JOINT TENANTS**

whose mailing address is **1167 295th Avenue
Colesburg, IA 52035**

and the Mortgagee (herein "Lender") **NOVUS Financial Corporation of Iowa
15641 REDHILL AVENUE STE 200
TUSTIN, CA 92680**

MAXIMUM AMOUNT SECURED: Ten Thousand and 00/100 Dollars ($10,000.00).

ADVANCE MADE AT TIME OF MORTGAGE: Ten Thousand and 00/100 Dollars ($10,000.00).

WHICH TOGETHER WITH OTHER ADVANCES WILL NOT EXCEED AT ANY TIME THE MAXIMUM AMOUNT TO BE SECURED, THE OUTSTANDING BALANCE OF WHICH, IF NOT SOONER PAID, IS DUE AND PAYABLE ON April 8, 2009.

BORROWER, in the consideration of the indebtedness herein recited mortgages, warrants, sells, grants and conveys to Lender, and grants a security interest to Lender, in and to the following described property located in the County of Delaware, State of Iowa:

PARCEL A IN SE 1/4 OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 3 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA, ACCORDING TO THE PLAT RECORDED IN BOOK 6 PLATS, PAGE 133. PARCEL NUMBER: 00020080001900

which has the address of: **1167 295th Avenue
Colesburg, IA 52035**

(herein "Property Address").

TOGETHER with all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Property (the "Buildings"), including all hereditaments, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys

31.00

and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Property; all fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Property or Buildings, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the "Personal Property"); and all rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Property, Buildings and Personal Property, or any part thereof (the "Revenues and Income") shall be deemed to be and remain a part of this Mortgage.

TO SECURE to Lender (a) the repayment of all indebtedness due and to become due under the terms and conditions of the Account Agreement and Disclosure Statement (the "Agreement") executed by Borrower and dated the same day as this Mortgage, and all modifications, extensions and renewals thereof, including advances to Borrower of a revolving nature where advances may be made, repaid and remade in the future from time to time. Said indebtedness is subject to the limitation that the total outstanding principal balance owing at any one time under the Agreement (**not** including finance charges thereon at a rate which will vary from time to time, and any fees and charges which may from time to time be owing under the Agreement) shall not exceed the Maximum Amount Secured shown on the first page of this Mortgage; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at the applicable rate; and (c) the performance of the covenants and agreements contained herein and in the Agreement.

IT IS the intention of the Borrower and the Lender that the lien priority of all advances attaches from the time of recordation of this Mortgage and extends until released of record; that this Mortgage from the time of its execution secures the Borrower's obligation to repay the balance outstanding under the Agreement from time to time up to the Maximum Amount Secured shown below.

NOTICE

THIS MORTGAGE secures an initial credit line up to the amount of Ten Thousand and 00/100 Dollars ($10,000.00). 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.

BORROWERS represent, warrant and covenant to Lender that (a) Borrowers hold clear title to and fee simple in the Property; (b) Borrowers have the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Property; (c) the Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and subject to any exceptions approved in writing by Lender herein; (d) Borrowers will warrant and defend title to the Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (e) all buildings and improvements now or hereafter located on the Property are, or will be, located entirely within the boundaries of the Property.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Agreement, fees as provided in the Agreement and this Mortgage and the principal of and interest on any other advances secured by this Mortgage. All of the terms and conditions of the Agreement are incorporated into this Mortgage by this reference as if set forth in full, and a breach of any term or condition of the Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement shall be applied by Lender first (in the order Lender chooses) to any finance charges collection costs and other charges owing under the Agreement or this Mortgage, second to the principal balance under the Agreement.

3. Prior Mortgage or Deed of Trust. Borrower promises to perform all of Borrower's obligations under any mortgage, deed of trust, or other security instrument which has priority over this Mortgage ("Prior Encumbrance"), including Borrower's promises to make payments when due. Borrower shall not enter into any agreement with the holder of any Prior Encumbrance by which the Prior Encumbrance or the indebtedness secured by the Prior Encumbrance is modified, amended, extended, or renewed without the prior written consent of Lender. Borrower shall neither request nor accept any further advances under any Prior Encumbrance without the prior written consent of Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee or through escrow if escrow is provided for payment. Upon request of Lender, Borrower shall promptly furnish to Lender all notices of amounts due and in the event Borrower makes payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien that has priority over this Mortgage not disclosed to Lender in writing at the time of application for the loan secured by this Mortgage provided that Borrower shall not be required to discharge any such lien so long as Borrower shall (a) agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or (b) in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any party thereof, or (c) secure from the holder of such prior lien an agreement in form satisfactory to Lender subordinating such lien to this Mortgage.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. The amount of coverage shall be no less than Borrower's credit limit under the Agreement plus the full amount of any superior lien on the Property.

The insurance carrier providing insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. All premiums on insurance policies shall be paid by Borrower when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible, and the security of this Mortgage is not hereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, such application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 hereof or change the amount of such payments. If under paragraph 21 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

If all or part of the Property is damaged or destroyed by a third party and sums are due from that party or its insurer as a result, whether due to judgment, settlement or other process, those sums shall be applied in the same manner as insurance proceeds under this clause.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, may perform such covenants and agreements, make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, entry upon the Property to make repairs. Lender shall, at its option, be subrogated to the lien of any mortgage, or other lien discharged in whole or in part by the obligations secured by this Mortgage or by Lender under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage unless otherwise provided in the Agreement. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Agreement, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest from that date of disbursement at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder, and Lender shall not be liable to Borrower for any damage or claims arising out of action taken or omitted to be taken by Lender pursuant to this paragraph. Any action taken by Lender under this paragraph 7 shall not cure any breach Borrower may have committed of any covenant or agreement under the Mortgage. Borrower agrees that any notification to Borrower required by law when Lender performs duties of the Borrower shall be satisfied if mailed to Borrower's address as provided in this Mortgage within thirty (30) days after Lender performs the duties Lender performs the duties.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 hereof or change the amount of such payments.

10. Borrower not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage or release of any security for the obligations secured hereby, or any other amendment to the Agreement or this Mortgage granted by Lender to Borrower or to any successor in interest of Borrower, shall not operate to release, in any manner, the liability of Borrower or Borrower's successors as the case may be. Lender shall not be required to commence proceedings against any successor in interest of Borrower or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successor in interest.

11. Forbearance by Lender not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided in this Mortgage shall be given by personally delivering such notice to Borrower or by mailing such notice by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of Mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except to the extent pre-empted by federal law. 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 this Mortgage are declared to be severable.

16. Acknowledgment of Receipt of Copies. Borrowers hereby acknowledge the receipt of a copy of this Mortgage together with a copy of the Agreement secured hereby.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Grantor is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal as of the date of this Mortgage. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

18. Sale of Note; Change of Loan Servicer. The Note or partial interest in the Note (together with this Mortgage) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Borrower will be given written notice of the change in accordance with this Mortgage and applicable law. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address and the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

19. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, law suit or other action by any law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly pay all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19 "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environment Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 19, "Environmental Law" means federal laws or the jurisdiction where the Property is located that relate to health, safety or environmental protection.

20. Post Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure, shall be the rate stated in the Note or, if the state does not permit the Lender to charge the Note rate, then the judgment rate required under applicable law shall apply.

Any advances made by Lender after a judgment on the note or in an action of mortgage foreclosure, including, but not limited to payments of insurance premiums and real estate taxes, shall become additional indebtedness of the Borrower and shall continue to be the application of the Borrower until the indebtedness is paid in full.

21. Acceleration; Remedies. Subject in all events to Borrower's right to receive notice of default and right to cure a default, if any, as provided by applicable law; in the event of a default hereunder, Lender at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke any remedies permitted by applicable law, including but not limited to the right at any time after the abandonment of the Property or commencement of an action of foreclosure, or during the period of redemption to request the court to appoint a receiver to take immediate possession of said Property and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and he shall be liable to account to debtors only for the net profits, after application of rents, issues and profits, upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing remedies. Lender's acceleration of the sums secured by this Mortgage and foreclosure thereof is subject to any limitation provided in the Agreement.

22. Assignment of Rents; Appointments of Receiver; Lender in Possession. As additional security hereunder, Borrower to the extent permitted by law assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 21 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

23. Release. Upon payment of all sums secured by this Mortgage and the termination of the Agreement, Lender shall provide a release of this Mortgage. Borrower shall pay the fee then charged for all costs of recordation.

24. Redemption. It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the Property by sheriff's sale in such foreclosure proceedings, the time of one (1) year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Lender, in such action, files an election to waive any deficiency judgment against Borrower which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced for the first three (3) months after sale, such right of redemption shall be exclusive to Lender, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three (3) following contingencies develop: (a) the real estate is less than ten (10) acres in size; (b) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (c) Lender in such action files an election to waiver any deficiency judgment against Borrower or their successor in interest in such action. If the redemption period is so reduced, Borrowers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale,

and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Borrower shall be a presumption that the Property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code.

25. No Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the prior written consent of Lender.

26. Waiver of Dower, Homestead and Distributive Share. Borrower hereby relinquishes all right of dower and hereby waives all right of homestead and distributive share in and to the Property. Borrower hereby waives any right of exemption as to the Property.

27. Fixture Filing. This Mortgage constitutes both a security agreement and a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "Property" as used in this Mortgage and with respect to any goods or other personal property that may now or hereafter become such fixtures.

28. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [applicable rider(s) shown checked below.]

☐	Condominium Rider	☐	Second Home Rider
☐	1–4 Family Rider	☐	Adjustable Rate Rider
☐	Planned Unit Development Rider	☐	Bridge Loan Rider
☐	Trust Rider		

IN WITNESS WHEREOF, BORROWER has executed this Mortgage.

☞ William W. Havens — [redacted] — 3-8-99

WILLIAM W. HAVENS'S SIGNATURE — SSI# — DATE

☞ Christy C. Havens — [redacted] — 3-8-99

CHRISTY C. HAVENS'S SIGNATURE — SSI# — DATE

STATE OF IOWA)
COUNTY OF DELAWARE) SS:

On this 8 day of March, 1999, before me, the undersigned, a Notary Public in and for said County and State personally appeared William W. Havens and Christy C. Havens, Husband and Wife as Joint Tenants personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose named is/are subscribed to the within instrument and acknowledged that he/she/they executed the same as his/her/their free and voluntary act and deed for the purposes therein set forth.

NOTARY GARY D. REEDER Iowa NOTARIAL SEAL

Witness my hand and official seal

March 8, 1999

Gary D. Reeder
Notary Public

Gary D. Reeder

My Commission Expires 7-1-2001

Nations Title Agency
7001 N. Locust, Ste. 200
Gladstone, MO 64118

WHC CH