Book 2006 Page 4080

Document 2006 4080 Type 06 010 Pages 4
Date 11/16/2006 Time 2:05:27PM
Rec Amt $22.00

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

(Preparer) C Tegeler First State Bank P.O. Box 439 Manchester IA 52057 (563) 927-3814
(Return to) C Tegeler First State Bank P.O. Box 439 Manchester IA 52057

AFFIDAVIT OF CORRECTION

AFFIANT, Joseph Wiewel, President and Christine L.Tegeler, Senior Vice President, or First State Bank, a corporation, hereby swears or affirms that a certain document which was titled as follows:

Mortgage (type of document), recorded on the 3rd day of October, 2006, in Volume 2006, Page 3598, and was recorded in Delaware County, State of Iowa, contained the following error (if more space is needed, please attach addendum):

A. ... is dated October 2, 2006
D. ... dated October 2, 2006
... in full not later than October 02, 2036

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows: (if more space is needed, please attach addendum)

A. ... is dated October October 1, 2006
D. ...dated October 1, 2006
.... In full not later than October 1, 2036

A copy of the original document (in part or whole) X is, ... is not, attached to this Affidavit

(if a copy of the original document is not attached, please attach legal description and names of grantors and grantees).

Dated: November 15, 2006

AFFIANT is the (check one)

..... Drafter of the document being corrected.

..... Owner of the property described in the document being corrected.

x Other Explain: to correct dates

THIS FORM IS INTENDED TO CORRECT SCRIVNER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY

First State Bank, a Corporation

Witness (Print Name)

Joseph Wiewel, President

Witness (Print Name)

BY: Christine L Tegeler
Christine L. Tegeler, Senior Vice President

Attest (Print Name)

Seal:

(Space Below This Line Reserved For Acknowledgment)

STATE OF IOWA
COUNTY OF DELAWARE

On November 15, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joseph Wiewel, known to me to be the President and Christine L.Tegeler, known to me to be the Senior Vice President of the corporation here in which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to it's by-laws or a resolution of it's Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

Colleen Meyer
Notary Public
My Commission Expires 8-28-09

(THIS AREA FOR OFFICIAL
NOTARIAL SEAL)

COLLEEN MEYER
Notarial Seal - Iowa
Commission # 704820
My Commission Expires 8-28-09

Book 2006 Page 3598

Document 2006 3598 Type 04 001 Pages 10
Date 10/03/2006 Time 2:39:51PM
Rec Amt $52.00

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

[Space Above This Line For Recording Data]

MORTGAGE

Prepared By: CHRISTINE L. TEGELER
FIRST STATE BANK
300 E. MAIN STREET,
MANCHESTER, IA 52057-0439 (563) 927-3814

Return To: FIRST STATE BANK
300 E. MAIN STREET
P.O. BOX 439
MANCHESTER, IA 52057-0439

Full Legal Description located on page 10

2006-3597

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 10-02-2006, together with all Riders to this document.

(B) "Borrower" is GARRY LEE BEAMAN, JR, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is FIRST STATE BANK

Lender is a CORPORATION organized and existing under the laws of THE STATE OF IOWA. Lender's address is 300 E. MAIN STREET, P.O. BOX 439, MANCHESTER, IA 52057-0439. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated 10-02-2006. The Note states that Borrower owes Lender ONE HUNDRED EIGHT THOUSAND AND NO/100 Dollars (U.S. $ 108,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 10-02-2036.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider
☐ Balloon Rider ☐ Planned Unit Development Rider ☐ Other(s) [specify] .....
☐ 1-4 Family Rider ☐ Biweekly Payment Rider

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for:

EXHIBIT "A"

PARCEL D PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) AND PART OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) ALL IN SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTY-SEVEN NORTH (T87N), RANGE FOUR WEST (R4W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 8 PLATS, PAGE 101.

Grantors also grant to Grantees easement rights for driveway purposes over a portion of the SE ¼ of the NW ¼ of Section 24, Township 87 North, Range 4, West of the 5th P.M., extending from the West line of the Wildcat and Table Rock Road to the North line of the premises conveyed above. In addition, Grantors grant Grantees easement rights to the 30 feet access easement running from Wildcat and Table Rock Road to the Northerly boundary of the abovedescribed premises, as disclosed in the plat of Parcel D, dated January 19, 1998, and filed for record in Book 8 of Plats, page 101.

In accepting this deed, Grantees agree to abide by the Restrictive Covenants established for the neighboring Table Rock Addition and agrees to maintain driveway.

Subject to all Covenants, Restrictions, Easements, agreements, and mineral exceptions, if any of Record.