Book 2007 Page 296

Document 2007 296 Type 04 001 Pages 3
Date 1/30/2007 Time 9:13:21AM
Rec Amt $17.00

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Preparer's Name	Address	City /State	Phone
Dan Zitelman State Bank	110 1st Ave. West	Worthington, IA	(563) 855-2415

WHEN RECORDED, RETURN TO PREPARER: STATE BANK · PO BOX 98 · WORTHINGTON, IA 52078

DEED OF TRUST AND SECURITYAGREEMENT

DATE 1-22-2007

MORTGAGOR (GRANTOR) NAME AND ADDRESS	MORTGAGEE (GRANTEE) NAME AND ADDRESS
Joseph G. Wessels and Kathy A. Wessels Earlville, IA 52041 (563) 875-7417	State Bank 110 1st Ave. West Worthington, IA 52078 (563) 855-2415

2006-1422

THIS INDENTURE, made and executed this 22nd day of January, 2007, by and between Joseph G. Wessels and Kathy A. Wessels, Husband & Wife of the City of Earlville, County of Delaware and State of Iowa, first parties and State Bank a corporation organized under the laws of the Stateof Iowa with its principal office and place of business at 110 1st Ave. West Wortington, Iowa secondparty.

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 bythe second party, receipt whereof is hereby acknowledged, to by these presents grant, bargain, sell and convey untosecond party, its successors and assigns forever, the certain real estate and the appurtenances thereunto belonging, situated inthe County of Delaware and State of Iowa to wit:

The North Seventy (70) Acres of the west One Hundred (100) Acres of the east One Hundred Six (106) Acres of the Southwest Quarter (SW1/4) of Section Thirty Four (34) Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M. Delaware County, Iowa.

Correct and Amend Deed of Trust & Security Agreement dated 3/30/2006 and filed 4/18/2006 in Book 2006 page 1423.

and also all of the rents, issues, use and profits of said land and the crops raised thereon, from date hereof until thedebt secured thereby shall be paid in full, the intention being to convey hereby an absolute title in fee to theproperty hereinabove described, including any right of homestead and also every contingent right therein. During the existence of this "Deed of Trust," first parties shall not, without prior written consent of State Bank , give, sell, convey or otherwise transfer title to any third party, the premises mortgaged herein.

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, administatorsand assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that theywill warrant and defend the title thereto unto second party, its successors and assigns, against the claims of allpersons whomsoever lawfully claiming the same; and the first parties hereby relinquish all their contingent rights includingdower and homestead, which they have in and to said described realestate.

Provided always that this conveyance is made in trust for the following uses andpurposes:

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

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

It hereby expressly is agreed by and between the parties hereto and made part of this Deed of Trust that in theevent 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 anyof the conditions, stipulations and covenants herein contained, that then the whole amount of principal and interestsecured 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 forthe foreclosure of this Deed of Trust. It further hereby is agreed by and between the parties that second party, itssuccessors or assigns, may, if it so elect, pay any delinquent taxes, general or special, against the above described property orany part thereof, and insurance premiums and that any moneys so expended shall become part of the obligationssecured hereby in addition to the other notes and obligations secured hereby and shall draw interest at the rateof 21.00 per cent per annum from date of such actual advancement by second party untilrepayment thereof to secondparty.

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

It is hereby further agreed that in case of default in any respect in the strict performance of any of thecovenants, agreements or conditions of this Deed of Trust, that the second party, its successors, either before or oncommencement of any action to foreclose this Deed of Trust, or at any time thereafter, shall be entitled to the appointment of areceiver who shall have the power to take and hold possession of the hereinabove described real estate, and rent the sameand collect the rents and profits therefrom, and such rights shall in no event be barred, forfeited or retarded by reason ofa judgement, 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 insolvencyof the first parties and regardless of the value of the aforesaid premises or the waste, loss or destruction of the rentsand profits of saidpremisis.

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

Obligations of the First Parties secured by this conveyance may not be assumed by a purchaser withoutwritten consent of the second partyhereto.

In case the title to any of the property covered by this Deed of Trust is attached, first parties hereby authorizesecond party to employ an attorney and contest the claim, and first parties hereby after that the reasonable attorney's fee ofsuch attorney shall be allowed and added to the debt secured hereby, and shall become a lien upon the property coveredby 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 21.00 per cent perannum.

IN WITNESS WHEREOF, first parties have hereunto set their hands and seals at Worthington, Iowa on the date first hereinabovewritten.

NOTICE: This mortgage secures credit in the amount of$ 350,000.00 .Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors undersubsequently recorded or filed mortgages and liens. Nothing contained in this mortgage shall constitute a commitment tomake additional loans of anyamount.

X Joseph G. Wessels (Seal) X Kathy A. Wessels (Seal)
Joseph G. Wessels Kathy A. Wessels

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument andin any rider(s) executed by Borrower and recorded withit.

"I understand that homestead property is in many cases protected from the claims of creditorsand exempt from judicial sales, and that by signing this contract, I voluntarily give up my right tothis protection for this property with respect to claims based upon thiscontract."

X Joseph G. Wessels (Seal) X Kathy A. Wessels (Seal)
Joseph G. Wessels Borrower Kathy A. Wessels Borrower

ACKNOWLEDGMENT

STATE OFIOWA

COUNTY OF Dubuque } ss.

Receipt of this instrument is herebyacknowledged.

Date _____ Initial _____

Date _____ Initial _____

On this 22nd day of January 2007, before me, theundersigned, a Notary Public in and for State of Iowa, personally appeared Joseph G. Wessels and Kathy A. Wessels to me known to be thepersons named in and who executed the foregoing instrument and acknowledged that they executed the same astheir voluntary act and deed.

WITNESS my hand and notarial seal the day and year last abovewritten.

NOTARIAL SEAL IOWA
DANIEL J. ZITELMAN
Commission Number 193261
My Commission Expires
10/30/2009

Daniel J. Zitelman

Notary Public in and for Dubuque *County, Iowa*

DEED OF TRUST

TO

STATE OF _____

_____ County,

Filed for record the _____ day of _____ A.D., 20 _____ at _____ o'clock _____ M., and recorded in Book _____ of _____ on page _____.

_____ Recorder.

_____ Deputy.

Fee, $ _____

When filed, recorded and indexed,
Return to