Book 2012 Page 4049
Document 2012 4049 Type 04 001 Pages 4
Date 11/27/2012 Time 2:12:21PM
Rec Amt $22.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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Legal Description located on page 2

CCC-193 (03-23-12)

UNITED STATES DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

REAL ESTATE MORTGAGE FOR FARM STORAGE FACILITY LOAN PROGRAM

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1436, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to determine eligibility for CCC financing under the Farm Storage Facility Loan Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for CCC financing under the Farm Storage Facility Loan Program.*

This information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F- Administration).

The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. ***RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***

2012-2485

1. **THIS MORTGAGE** is made and entered into by the undersigned Landowner(s)*(a)* Kevin G Nieman residing in *(b)* Delaware County, whose post office address is *(c)* 2380 Highway 38, Delhi, State, *(d)* Iowa in behalf of Applicant, *(e)* Kevin G Nieman residing in *(f)* Delaware County, whose post office address is *(g)* 2380 Highway 38, Delhi, State, *(h)* Iowa, both together herein called "Borrower," and the Commodity Credit Corporation, a corporate agency of the United States of America within the United States Department of Agriculture, herein called the "Government," and:

2. **WHEREAS** Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

A. Date of Instrument *(MM-DD-YYYY)*	B. Principal Amount	C. Annual Rate of Interest	D. Due Date of Final Installment *(MM-DD-YYYY)*
11/27/2012	$169,252.00	1.3750%	11/29/2019
	$	%	
	$	%	
	$	%	

And the note evidences a loan to Borrower pursuant to the Commodity Credit Corporation Charter Act, 15 U.S.C. Part 714, seq., and the Farm et seq., and the Farm Storage Facility Loan Program under 7 CFR Part 1436.

Landowner executes this mortgages as consideration to induce the Government's loan to Applicant, to provide additional security for said loan(s) and for the purpose of subjecting the property herein described and owned by them to all of the terms and provisions of this mortgage and the debt secured thereby to the same extent and in the same manner as if the undersigned had joined in executing the note with the applicant.

And this instrument also secures such future advances necessary for the Government to protect its security which all shall include, but not be limited to, advances for payment of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, or improvements,

3. NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, transfer, convey, mortgage, and assign with general warranty unto the Government property situated in the State(s) of (a)Iowa, County of (b) Delaware, and described as that part of the S1/2 of the NE1/4 of Section 8, T88N-R4W of the Fifth P. M., described as commencing at a point 25 rods South and 11.44 rods West of the NE corner of the SE1/4 of the NE1/4 of said Section 8, thence South on a line parallel with the East line of said SE1/4 of the Ne1/4 to a point 18 5/6 rods North of the South Line of said SE1/4 of the NE1/4, thence in a Southwesterly direction to a point 29 rods West of the East line and 11/2 rods North of the South line of said SE1/4 of the NE1/4, thence West parallel with the South line of said NE1/4 to intersect the Anamosa and Garnavillo State Road, thence Northwesterly along said road to a point 25 rods South of the North line of the SW1/4 of the NE1/4 of said Section, 8 thence East parallel with the North line of said S1/2 of the NE1/4 to the point of beginning, subject to easements of record. hereditaments and appurtenances thereunto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, and all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance or condemnation or any part thereof or interest therein – all of which are herein called "the property";

4. TO HAVE AND TO HOLD the property unto the Government and its assigns forever and in fee simple;

5. BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns **WARRANTS THE TITLE** to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified herein above, and **COVENANTS AND AGREES** as follows:

a) To pay promptly when due any indebtedness to the Government hereby secured.

b) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Government.

c) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

d) The Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any cost and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

e) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured thereby, in any order the Government determines.

f) To use the loan evidenced by the note solely for purposes authorized by the Government.

g) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

h) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

i) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as CCC from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

j) To comply with all laws, ordinances, and regulations affecting the property.

k) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorney's fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

l) Except as provided by the Government regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government.

m) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

n) If *(1)* the interest rate, payment, terms or balance due on the loan is adjusted, *(2)* the mortgage is increased by an amount equal to deferred interest on the outstanding principal, *(3)* the maturity of the debt evidenced by the note or any indebtedness to the Government secured by this instrument is extended or deferred or the payments on such debt are renewed and rescheduled, *(4)* any party who is liable under the note or for the debt is released from liability to the Government, *(5)* the lien on a portion of the property is released, *(6)* the lien on the property or any part thereof is subordinated, and/or *(7)* the Government waives any other of its rights under this instrument, the lien or the priority of this instrument of Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument shall by unaffected unless the Government says otherwise in writing. **HOWEVER**, any forbearance by the Government – whether once or often – in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

o) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such security instrument shall constitute default hereunder.

p) **SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared are insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: *(1)* declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, *(2)* for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, *(3)* upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and the Government may foreclose this instrument by court action and sell the property as prescribed by law.

q) The proceeds of foreclosure sale shall be applied in the following order to the payment of: *(1)* costs and expenses incident to enforcing or complying with the provisions hereof, *(2)* any prior liens required by law or a competent court to be so paid, *(3)* the debt evidenced by the note and all indebtedness to the Government secured hereby, *(4)* inferior liens of record required by law or competent court to be so paid, *(5)* at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and *(6)* any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts or Borrower owing to or insured by the Government, in the order prescribed above.

r) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

s) Borrower agrees that the Government will not be bound by any present or future State laws, *(1)* providing for valuation, appraisal, homestead or exemption of the property, *(2)* prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, *(3)* prescribing any other statute of limitations, *(4)* allowing any right of redemption or possession following any foreclosure sale, or *(5)* limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

t) This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof.

u) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Government pursuant to applicable regulations of the Government.

v) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

6. Witness the hand(s) and seal(s) of Borrower this *(a)* 27 day of *(b)* November *(c)* 2012.

x Kevin George Nieman
Kevin George Nieman
(Borrower's Signature)

(d) x
(Borrower's Signature)

(Borrower's Signature)

(Borrower's Signature)

e) STATE OF Iowa)
) SS:
(f) COUNTY OF DELAWARE)

ACKNOWLEDGMENT

On this *(g)* 27 day of *(h)* November in the year *(i)* 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared *(j)* Kevin George Nieman and *(k)* _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual*(s)* whose name*(s)* is *(are)* subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/ their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, execute the instrument.

NOTARIAL SEAL IOWA
ANDREW J. McKEAN
Commission Number 188436
My Commission Expires
12/31/14

(SEAL) *(l)* Andrew J McKean
(Name of Notary Public)

My commission expires *(m)* December 31, 2014

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