Recorded: 3/28/2023 at 8:53:01.0 AM
County Recording Fee: $82.00
Iowa E-Filing Fee: $3.00
Combined Fee: $85.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 657

Title of Document: **MORTGAGE**

After Recording Return To:
COMMUNITY SAVINGS BANK
ATTN: LINDA A. BESSEY
PO BOX 77
EDGEWOOD, IA 52042
Phone: (563) 927-4014

Taxpayer Mailing Address:
DENNIS L WIEDENMAN
1586 210TH ST
MANCHESTER, IA 52057

Prepared By:
LINDA BESSEY
COMMUNITY SAVINGS BANK
PO BOX 77
EDGEWOOD, IA 52042
Phone: (563) 927-4014

Grantor(s):
DENNIS LEE WIEDENMAN, AS TRUSTEE OF THE DENNIS LEE WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023 AND MARSHA MARY WIEDENMAN, AS TRUSTEE OF THE MARSHA MARY WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023

Grantee:
COMMUNITY SAVINGS BANK

Parcel Number:

Legal Description:
LOT TWO (2) OF COUNTRY WEST A SUBDIVISION OF PART OF THE NE 1/4 OF THE NE 1/4 SEC. 36, T89N, R6W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2000, PAGE 1579

THIS MORTGAGE IS JUNIOR/INFERIOR TO A MORTGAGE TO COMMUNITY SAVINGS BANK IN THE AMOUNT OF $150,000.00 DATED 5/3/2021, FILED 5/4/2021, BK 2021, PG 1626 TO THE DELAWARE COUNTY, IOWA RECORDER'S OFFICE.

ESCROW/CLOSING #: 4224572

[Space Above This Line For Recording Data]

MORTGAGE

WIEDENMAN
Loan #: 4224572
PIN:

THIS MORTGAGE is made this 23RD day of MARCH, 2023, between the Mortgagor, DENNIS LEE WIEDENMAN, AS TRUSTEE OF THE DENNIS LEE WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023 AND MARSHA MARY WIEDENMAN, AS TRUSTEE OF THE MARSHA MARY WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023 (herein "Borrower"), and the Mortgagee, COMMUNITY SAVINGS BANK, organized and existing under the laws of THE STATE OF IOWA, whose address is PO BOX 77, EDGEWOOD, IA 52042 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. $90,000.00, which indebtedness is evidenced by Borrower's note dated MARCH 23, 2023 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on OCTOBER 1, 2028;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of DELAWARE, State of Iowa:

LOT TWO (2) OF COUNTRY WEST A SUBDIVISION OF PART OF THE NE 1/4 OF THE NE 1/4 SEC. 36, T89N, R6W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2000, PAGE 1579

THIS MORTGAGE IS JUNIOR/INFERIOR TO A MORTGAGE TO COMMUNITY SAVINGS BANK IN THE AMOUNT OF $150,000.00 DATED 5/3/2021, FILED 5/4/2021, BK 2021, PG 1626 TO THE DELAWARE COUNTY, IOWA RECORDER'S OFFICE.

Parcel ID Number:

which has the address of 1586 210TH ST, MANCHESTER, Iowa 52057 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower for interest payable on the Note, then to the principal of the Note, and then to amounts under paragraph 2 hereof, if any.

If Lender receives a payment from Borrower for a delinquent periodic payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one periodic payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the periodic payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more periodic payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or miscellaneous proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the periodic payments.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all

taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 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.

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 or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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 therefor 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor 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 and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it 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.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Borrower is not a natural person) without Lender's prior written consent, Lender may, at its 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 law 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 30 days from the date the 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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, 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 foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage. Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all official fees in connection with this Mortgage. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

21. 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.

22. Redemption Period. If the Property is less than ten acres in size and if Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, then the period of redemption from judicial sale shall be reduced to six months. If the court finds that the Property has been abandoned by Borrower and if Lender waives any right to a deficiency judgment against Borrower, then the period of redemption from judicial sale shall be reduced to sixty days. The provisions of this paragraph 22 shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

23. NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 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.

REFERENCE IS HEREBY MADE TO THE RIDER(S) ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☒ Balloon Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☒ Other(s) [specify] INTER VIVOS REVOCABLE TRUST AS BORROWER ACKNOWLEDGEMENT, INTER VIVOS REVOCABLE TRUST RIDER	

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 MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THE PREMISES WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

3/23/23

- BORROWER - DENNIS L WIEDENMAN - DATE -

- BORROWER - MARSHA M WIEDENMAN - DATE -

3/23/23

DENNIS L WIEDENMAN, AS TRUSTEE DENNIS LEE WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023 - DATE -

3/23/23

MARSHA M WIEDENMAN, AS TRUSTEE MARSHA MARY WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023 - DATE -

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

3/23/23

- BORROWER - DENNIS L WIEDENMAN - DATE -

3/23/23

- BORROWER - MARSHA M WIEDENMAN - DATE -

3/23/23

DENNIS L WIEDENMAN, AS TRUSTEE DENNIS LEE WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023 - DATE -

3/23/23

MARSHA M WIEDENMAN, AS TRUSTEE MARSHA MARY WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023 - DATE -

[Sign Original Only]

STATE OF IOWA

COUNTY OF DELAWARE

This record was acknowledged before me on **MARCH 23, 2023** by **DENNIS LEE WIEDENMAN, AS TRUSTEE OF THE DENNIS LEE WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023 AND MARSHA MARY WIEDENMAN, AS TRUSTEE OF THE MARSHA MARY WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023.**

Notary Public
LINDA A BESSEY

My Commission Expires: 6-14-2023

LINDA A. BESSEY
Commission Number 116084
My Commission Expires
6-14-2023

Individual Loan Originator: **LINDA ANN BESSEY**, NMLSR ID: **663166**
Loan Originator Organization: **COMMUNITY SAVINGS BANK**, NMLSR ID: **630606**

[Space Above This Line For Recording Data]

BALLOON RIDER

WIEDENMAN
Loan #: 4224572

THIS BALLOON RIDER is made this 23RD day of MARCH, 2023, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to COMMUNITY SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1586 210TH ST, MANCHESTER, IA 52057 [Property Address].

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY

SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH THE NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

3/23/23

- BORROWER - DENNIS L WIEDENMAN - DATE -

3/23/23

- BORROWER - MARSHA M WIEDENMAN - DATE -

3/28/23

DENNIS L WIEDENMAN, AS TRUSTEE DENNIS LEE WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023 - DATE -

3/23/23

MARSHA M WIEDENMAN, AS TRUSTEE MARSHA MARY WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023 - DATE -

INTER VIVOS REVOCABLE TRUST AS BORROWER - ACKNOWLEDGMENT

WIEDENMAN
Loan #: 4224572

BY SIGNING BELOW, the undersigned, Settlor(s) **DENNIS LEE WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

3/23/23

- REVOCABLE TRUST SETTLOR - DENNIS L WIEDENMAN - DATE -

BY SIGNING BELOW, the undersigned, Settlor(s) **MARSHA MARY WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

- REVOCABLE TRUST SETTLOR - MARSHA M WIEDENMAN - DATE -

INTER VIVOS REVOCABLE TRUST RIDER

WIEDENMAN
Loan #: 4224572

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." Includes:
The **DENNIS LEE WIEDENMAN REVOCABLE TRUST** created under trust instrument dated **JANUARY 31, 2023**, for the benefit of **DENNIS L WIEDENMAN**.
The **MARSHA MARY WIEDENMAN REVOCABLE TRUST** created under trust instrument dated **JANUARY 31, 2023**, for the benefit of **MARSHA M WIEDENMAN**.

(B) "Revocable Trust Trustee(s)." Includes:
DENNIS L WIEDENMAN, trustee(s) of the **DENNIS LEE WIEDENMAN REVOCABLE TRUST**.
MARSHA M WIEDENMAN, trustee(s) of the **MARSHA MARY WIEDENMAN REVOCABLE TRUST**.

(C) "Revocable Trust Settlor(s)." Includes:
DENNIS L WIEDENMAN, settlor(s) of the **DENNIS LEE WIEDENMAN REVOCABLE TRUST**.
MARSHA M WIEDENMAN, settlor(s) of the **MARSHA MARY WIEDENMAN REVOCABLE TRUST**.

(D) "Lender." **COMMUNITY SAVINGS BANK**.

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:

1586 210TH ST, MANCHESTER, IA 52057.
[Property Address]

THIS REVOCABLE TRUST RIDER is made this 23RD day of MARCH, 2023, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Lender further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUSTS

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to the Lender that the Revocable Trusts are *inter vivos* revocable trusts for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s) of their respective trusts.

The Revocable Trust Trustee(s) warrants to the Lender that (i) the Revocable Trusts are validly created under the laws of the State of IOWA; (ii) the trust instruments creating the Revocable Trusts are in full force and effect and there are no amendments or other modifications to the trust instruments affecting the revocability of the Revocable Trusts; (iii) the Property is located in the State of IOWA; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instruments creating the Revocable Trusts and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trusts; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trusts; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Revocable Trust Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trusts; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trusts, as the case may be, or power of revocation over the Revocable Trusts.

2. NOTICE OF CHANGES TO REVOCABLE TRUSTS AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUSTS OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUSTS.

The Revocable Trust Trustee(s) shall provide timely notice to the Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trusts, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trusts, as the case may be, or of any change in the holders of the power of revocation over the Revocable

Trusts, or both, or of any change in the trustee(s) of the Revocable Trusts (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trusts.

B. ADDITIONAL BORROWER(S).

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trusts, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUSTS.

Uniform Covenant 18 of the Security Instrument is amended in its entirety to read as follows:

Transfer of the Property or a Beneficial Interest in Revocable Trusts.

As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If, without the Lender's prior written consent, (i) all or any part of the Property or an Interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trusts, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by Applicable Law.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.

x _____ 3/23/23

DENNIS L WIEDENMAN, AS TRUSTEE DENNIS LEE WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023 - DATE -

Marsha Wiedenman 3/23/23

MARSHA M WIEDENMAN, AS TRUSTEE MARSHA MARY WIEDENMAN REVOCABLE TRUST DATED JANUARY 31,2023 - DATE -

BY SIGNING BELOW, the undersigned, Settlor(s) of the **DENNIS LEE WIEDENMAN REVOCABLE TRUST** under trust instrument dated **JANUARY 31, 2023**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

x _____ 3/23/23

- TRUST SETTLOR - DENNIS L WIEDENMAN - DATE -

BY SIGNING BELOW, the undersigned, Settlor(s) of the **MARSHA MARY WIEDENMAN REVOCABLE TRUST** under trust instrument dated **JANUARY 31, 2023**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Marsha Wiedenman 3/23/23

- TRUST SETTLOR - MARSHA M WIEDENMAN - DATE -

BY SIGNING BELOW, the undersigned individual(s) acknowledge(s) all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

3/23/23

- BORROWER - DENNIS L WIEDENMAN - DATE -

3/23/23

- BORROWER - MARSHA M WIEDENMAN - DATE -

[Sign Original Only]