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Madison County, Iowa

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Prepared By:  
**Ramona Hernandez**  
BOTW Primary Ops Center  
13505 California St  
Omaha, NE 68154  
Phone: 800-659-5495

After Recording Return To:  
**Bank of the West**  
Direct Loan Servicing  
PO Box 2497  
Omaha, NE 68103

Document Title: **MORTGAGE**

Document Date: **February 07, 2020**

Grantor: **BRYAN C. MESCHER AKA BRYAN CRAIG MESCHER AND JILL D. MESCHER AKA JILL DENISE MESCHER, HUSBAND AND WIFE, AND INDIVIDUALLY AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON**

Grantor Mailing Address: **2226 RUSTIC AVE, WINTERSET, IA 50273**

Grantee: **Bank of the West, a California state banking corporation**

Grantee Mailing Address: **13505 California Street, Omaha, NE 68154**

Parcel ID: **520100140010000**

Legal Address: **THAT PART OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) AND OF THE WEST ONE HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION ONE (1), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION ONE (1); THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) A DISTANCE OF 1308.25 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4); THENCE NORTH 89 DEGREES 56 MINUTES 44 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST**



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QUARTER (1/4) A DISTANCE OF 576.79 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 275.11 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 11 SECONDS EAST 374.33 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 00 SECONDS EAST 286.66 FEET TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4); THENCE CONTINUING NORTH 00 DEGREES 04 MINUTES 00 SECONDS EAST 254.62 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 42 SECONDS EAST 369.30 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4); THENCE NORTH 00 DEGREES 05 MINUTES 42 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 1063.18 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4); THENCE SOUTH 89 DEGREES 42 MINUTES 39 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) A DISTANCE OF 1319.00 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) AND THE POINT OF BEGINNING.

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## MORTGAGE

Loan #: **850328951**

NOTICE: This mortgage secures credit in the amount of **\$142,000.00**. 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.

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) **"Security Instrument"** means this document, which is dated **February 07, 2020**, together with all Riders to this document.

(B) **"Borrower"** is **BRYAN C. MESCHER AKA BRYAN CRAIG MESCHER AND JILL D. MESCHER AKA JILL DENISE MESCHER, HUSBAND AND WIFE, AND INDIVIDUALLY AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON**. Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is **Bank of the West, a California state banking corporation**. Lender is a **Corporation** organized and existing under the laws of **THE STATE OF CALIFORNIA**. Lender's address is **13505 California Street, Omaha, NE 68154**. Lender is the mortgagee under this Security Instrument.

(D) **"Credit Agreement"** means the Home Equity Line of Credit Agreement and Disclosure signed by Borrower and dated **February 07, 2020** which Credit Agreement establishes a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of



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the Credit Agreement. Such advances may be made, repaid and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time (excluding any current unpaid interest finance charges but including other fees and charges assessed pursuant to the Credit Agreement) shall not exceed \$142,000.00. Borrower has promised to pay this debt in monthly Periodic Payments and to pay the debt in full not later than **March 01, 2050**.

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

(F) **"Loan"** means all amounts owed now or hereafter under the Credit Agreement, plus interest and any other fees or charges however denominated due under the Credit Agreement, 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]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> Other(s) [specify]
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	<b>Manufactured Housing Rider</b>

(H) **"Applicable Law"** means all controlling applicable, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) of the jurisdiction in which the Property is located, 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: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **"Periodic Payment"** means the minimum periodic payment due under the terms of the Credit Agreement.

(N) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(O) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Credit Agreement and/or this Security Instrument.

(P) **"Mortgage Servicer"** means the last person to whom the Borrower has been instructed by the holder of the Credit Agreement to send payments for the debt secured by this Security Instrument.



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Lender may be the Mortgage Servicer.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Credit Agreement, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Credit Agreement. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, the following described property located in the COUNTY of MADISON:

**THAT PART OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) AND OF THE WEST ONE HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION ONE (1), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION ONE (1); THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) A DISTANCE OF 1308.25 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4); THENCE NORTH 89 DEGREES 56 MINUTES 44 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) A DISTANCE OF 576.79 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 275.11 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 11 SECONDS EAST 374.33 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 00 SECONDS EAST 286.66 FEET TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4); THENCE CONTINUING NORTH 00 DEGREES 04 MINUTES 00 SECONDS EAST 254.62 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 42 SECONDS EAST 369.30 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4); THENCE NORTH 00 DEGREES 05 MINUTES 42 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 1063.18 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4); THENCE SOUTH 89 DEGREES 42 MINUTES 39 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) A DISTANCE OF 1319.00 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) AND THE POINT OF BEGINNING.**

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which currently has the address of **2226 RUSTIC AVE WINTERSET, Iowa 50273** ("Property Address"):

TOGETHER WITH all Miscellaneous Proceeds, and all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All proceeds, replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." For purposes of the foregoing grant of a security interest in fixtures, Borrower is the "debtor" and Lender is the "secured party" (as those terms are defined in the Uniform Commercial Code). This Security Instrument shall also function as a "financing statement" filed as a "fixture filing" (as those terms are defined in the Uniform Commercial Code).



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

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Credit Agreement in accordance with the provisions thereof and any prepayment charges and late charges due under the Credit Agreement. Payments due under the Credit Agreement and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Credit Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Credit Agreement and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Credit Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Credit Agreement immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Credit Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) Accrued interest finance charges; (b) Principal due; (c) Accrued fees and charges, including late charges.

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.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Credit Agreement shall not extend or postpone the due date, or change the amount of the Periodic Payments.

**3. Funds for Escrow Items.** Unless otherwise provided in a separate agreement, Borrower will not be required to pay to Lender funds for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b)



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leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5, and Community Association Dues, Fees, and Assessments, if any ("Escrow Items"). Borrower is therefore obligated to make payments directly for such Escrow Items and to provide receipts, and this obligation shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower fails to pay any Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount.

**4. Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which attains priority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien.

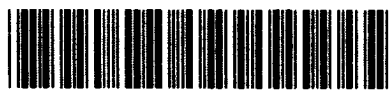
**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, flood, and any other hazards Lender may specify. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Borrower will deliver to Lender upon Lender's request the policies or other proof of insurance. The policies must name Lender as "Mortgagee" and "loss-payee" so that Lender will receive payment on all insurance claims, to the extent of Lender's interest under this Security Instrument, before Borrower does. Borrower shall immediately notify Lender of cancellation or termination of insurance. Upon request, Borrower shall deliver the policies, certificates, or other evidence of insurance to Lender. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal and cancellation notices.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage for Lender's benefit, at Lender's option and Borrower's expense. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate provided in the Credit Agreement from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

In the event of loss or damage to the Property, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender may also sign Borrower's name to any check, draft, or other order for the payment of insurance proceeds in the event of any loss or damage to the Property. If Lender receives payment of a claim, Lender will have the right to choose to use the money either to repair the Property or to reduce the amount owing on the Credit Agreement.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property



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in order to prevent the Property from deteriorating or decreasing in value due to its condition. If any insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is still obligated to complete such repair or restoration. Borrower will permit Lender to inspect the Property at any reasonable time.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate set forth in the Credit Agreement from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender subject to the terms of any prior security instrument. If the Property is damaged, and repair or restoration of the Property is economically feasible, the Miscellaneous Proceeds may be applied to repair or restore the Property. If not, the Miscellaneous Proceeds shall be applied in the order provided for in Section 2 for payments accepted and applied by Lender.

**11. 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 Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.



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**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Credit Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Credit Agreement without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, court costs, attorneys' fees, filing fees, property inspection and valuation fees, and any other amounts allowed under Applicable Law. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

Borrower and Lender understand and believe that the Loan complies with Iowa usury laws; however, if any interest or other fees or charges in connection with the Loan are ever determined to exceed the maximum amount permitted by law, Borrower understands and agrees that (a) the amount of the interest or other fees or sums payable hereunder shall be reduced to the maximum amount permitted by law; and (b) any excess amount previously collected from Borrower which exceeded the maximum amount will be credited against the principal portion of the outstanding balance of the Loan. If the principal portion of the outstanding balance has already been repaid, the excess amount paid will be refunded to Borrower. Borrower's acceptance of any such refund will constitute a waiver of any right of action Borrower may have arising out of such overcharge. If Lender applies the refund to the outstanding balance, the refund will be treated as a partial prepayment.

**14. Notices.** All notices given by Borrower, Lender, or Mortgage Servicer in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed, postage prepaid or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it postage prepaid to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of



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Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Borrower's Copy.** Borrower shall be given one copy of the Credit Agreement and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "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 all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) the expiration of Borrower's reinstatement right, if any, provided under Applicable Law; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Credit Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Credit Agreement; Change of Mortgage Servicer; Notice of Grievance.** The Credit Agreement or a partial interest in the Credit Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Credit Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Credit



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Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Credit Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Credit Agreement is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Credit Agreement, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Credit Agreement purchaser unless otherwise provided by the Credit Agreement purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument (other than any failure by Borrower to make any payment as and when due under the Credit Agreement), until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal or state law that relates to health, safety, or environmental protection ("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. As used in this paragraph, hazardous substances are those substances defined as toxic or hazardous substances by Environmental 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.

**21. Time of Essence.** Time is of the essence in each covenant in this Security Instrument.

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, unless otherwise prohibited by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**23. Release.** The Secured Debt includes a revolving line of credit. Although the Secured



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Debt may be reduced to a zero balance, it is the intention of Borrower and Lender that this Security Instrument secure the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit and any intermediate balance, and this Security Instrument will remain in effect until released. Upon termination of the line of credit and full payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. 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.

24. **Waivers.** Borrower relinquishes all right of dower and waives all right of homestead and distributive share in and to the Property. Borrower waives any right of exemption as to the Property.

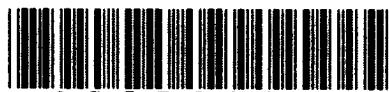
25. **HOMESTEAD EXEMPTION WAIVER.** I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

Bryan Craig Mescher      2-7-2020      Jill Denise Mescher      2-7-2020  
Borrower - BRYAN CRAIG      Date      Borrower - JILL DENISE MESCHER      Date  
MESCHER

26. **Redemption Period.** If the Property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the Property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this Section 26 shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Bryan Craig Mescher      (Seal)      Jill Denise Mescher      (Seal)  
Borrower - BRYAN CRAIG      Borrower - JILL DENISE  
MESCHER      MESCHER



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\* M C M O R T D O T \*  
(page 12 of 13 pages.)

[Space Below This Line for Acknowledgment]

State of Iowa

County of ST<sup>RF</sup> Polk )

This instrument was acknowledged before me on 7 FEB 2020

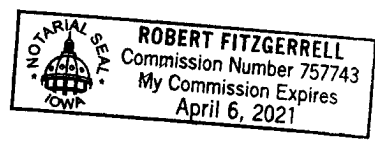
by BRYAN CRAIG MESCHER & JILL DENISE

MESCHER  
[Signature]  
Signature of Notarial Officer

NOTARY PUBLIC  
Title of Office

My Commission Expires on 4/6/2021

Origination Company: **Bank of the West**  
NMLSR ID: 19116  
Originator: **Martell Bradley**  
NMLSR ID: 1635293



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\* M C M O R T D O T \*  
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FHA Case No.  
Loan #: 850328951

### MANUFACTURED HOME RIDER TO MORTGAGE, DEED OF TRUST OR OTHER SECURITY INSTRUMENT

THIS MANUFACTURED HOME RIDER is made this 7th day of February, 2020, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage, Deed of Trust or Other Security Instrument (the "Security Instrument") of the same date hereof given by the undersigned (the "Borrower(s)") to secure Borrower's Credit Agreement (or Manufactured Home Retail Installment Contract) to **Bank of the West, a California state banking corporation** (the "Credit Agreement Holder") of the same date hereof (the "Credit Agreement"), and relating to the property described in the Security Instrument and located at:

**2226 RUSTIC AVE, WINTERSET, IA 50273**

The following provisions are applicable to the Security Instrument, including those marked and completed (where applicable):

1.  DESCRIPTION OF REAL PROPERTY. The description of the real property set forth in the Security Instrument is amended by the addition of the following:

"Together with all improvements constructed upon, affixed to or located upon the above described real property, including without limitation any residential dwelling located upon or to be located thereon, which dwelling is or may be a manufactured home, as herein below described, which manufactured home is or upon placement and affixation shall be conclusively deemed to be real estate (the "Manufactured Home"):

Make: Unknown Model: Unknown Serial Number: Unknown

Year Built: 1996 Length and Width: \_\_\_\_\_

No Certificate of Title has been issued  Certificate of Title No. \_\_\_\_\_



2.  MANUFACTURED HOME AS PERSONAL PROPERTY SECURITY. The Credit Agreement is also secured by a security interest in favor of Credit Agreement Holder in the following described manufactured home ("Manufactured Home"), which is located on the real property described in the Security Instrument:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Year Built: \_\_\_\_\_ Length and Width: \_\_\_\_\_

No Certificate of Title has been issued  Certificate of Title No. \_\_\_\_\_

3. ADDITIONAL COVENANTS OF BORROWER(S) RELATING TO MANUFACTURED HOME. If Paragraph 1 has been marked and completed, Borrower(s) agree(s) to comply with all State and local laws and regulations relating to the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required), obtaining any governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under State and local law.

The Manufactured Home shall be at all times and for all purposes permanently affixed to and part of the real property described herein and shall not be removed from said real property. Borrower(s) covenant(s) that affixing the Manufactured Home to the real property described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.

If Paragraph 2 has been marked and completed, Borrower(s) agree(s) and covenant(s) that the Manufactured Home is and shall remain personal property, severable and separate from the real property described in the Security Instrument, and agree(s) and covenant(s) not to take any action, or fail to take any action, which would result in a change in such status.

4. SECURITY AGREEMENT AND FINANCING STATEMENT. This Security Instrument shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in, to and under any personal property ("Personal Property") which under and within the meaning of the applicable State laws is and cannot be classified and considered real property, if any. Personal Property shall also include the Manufactured Home described in Paragraph 2 hereof, if applicable. In the event of any foreclosure sale, whether made by Trustee or a substitute trustee, or under judgment of the court or pursuant to a power of sale, all of the Property and Personal Property may, at the option of Lender, be sold as a whole or any part thereof. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee or any substitute trustee on Lender's behalf, shall have all the rights, remedies and recourses with respect to the Personal Property afforded to a "Secured Party" by the applicable state laws in addition to and not in limitation of the other rights and recourse afforded Lender and/or Trustee or any substitute trustee under this Security Instrument. Borrower(s) shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale or collection from, or other realization upon any property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower(s) to perform or observe any of the provisions or covenants in this Security Instrument.



Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under the applicable State laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

5. **RESPONSIBILITY FOR IMPROVEMENTS.** Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

6. **INVALID PROVISIONS.** If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

Executed this **7th** day of **February, 2020**.

*Bryan Craig Mescher* (Seal)  
Borrower - **BRYAN CRAIG**  
**MESCHER**

*Jill Denise Mescher* (Seal)  
Borrower - **JILL DENISE**  
**MESCHER**

Origination Company: **Bank of the West**  
NMLSR ID: **19116**  
Originator: **Martell Bradley**  
NMLSR ID: **1635293**





Loan #: 850328951

### MANUFACTURED HOME AFFIXATION AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared **BRYAN CRAIG MESCHER, JILL DENISE MESCHER**. Known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first duly sworn, did each on his/her oath state as follows:

1. The manufactured home located at the below-referenced address, is permanently affixed to a foundation and will assume the characteristics of site-built housing.
2. The wheels, axles, tow bar or hitch were removed when said manufactured home was placed on the permanent site.
3. All foundations, both perimeter and pier for said manufactured home, have footings that are located below the frost line.
4. If piers are used for said manufactured home, they will be placed where said home manufacturer recommends.
5. If state law so requires, anchors for said manufactured home have been provided.
6. The manufactured home is permanently connected to a septic tank or sewage system and other utilities such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured home, other than those disclosed in writing to Lender.
8. Said manufactured home has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
9. The foundation system of the manufactured home has been designed by an engineer to meet the site condition of the site.
10. It is my intent that said manufactured home becomes immovable property and part of the real property securing the security instrument.



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11. The manufactured home will be assessed and taxed as an improvement to the real property. I/We understand that if Lender does not escrow for these taxes that I/we will be responsible for payment of such taxes.
12. If the land is being purchased, such purchase and said manufactured home represent a single real estate transaction, under applicable state law.
13. All permits required by governmental authorities have been obtained.
14. I agree to surrender the Certificate of Title.

**DESCRIPTION OF MANUFACTURED HOME**

Year Built: <u>1996</u>	Property Address: <u>2226 RUSTIC AVE</u>
Make/Model: <u>Unknown Unknown</u>	<u>WINTERSET, IA 50273</u>
VIN/Serial #: <u>Unknown</u>	_____
Model Year: <u>1996</u>	_____

Bryan Craig Mescher (Seal)  
 Borrower - **BRYAN CRAIG  
 MESCHER**

Jill Denise Mescher (Seal)  
 Borrower - **JILL DENISE  
 MESCHER**

**Lender Acknowledgment:**

By: [Signature]  
 Title: [Signature]



State of Iowa

County of Polk )

This instrument was acknowledged before me on 7 FEB 2020

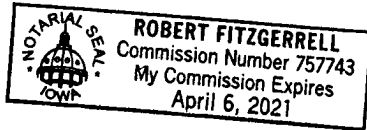
by BRYAN CRAIG NESCHER + JILL DENISE NESCHER

[Signature]  
Signature of Notarial Officer

NOTARY PUBLIC  
Title of Office

My Commission Expires on 4/6/2021

Origination Company: **Bank of the West**  
NMLSR ID: **19116**  
Originator: **Martell Bradley**  
NMLSR ID: **1635293**



State of ~~Iowa~~ <sup>Nebraska</sup>

County of Douglas )

This instrument was acknowledged before me on 2.11.2020

by Phillip Hawk

[Signature]  
Signature of Notarial Officer

Notary  
Title of Office

My Commission Expires on 5.17.2021

Origination Company: **Bank of the West**  
NMLSR ID: **19116**  
Originator: **Martell Bradley**  
NMLSR ID: **1635293**

SONIA RISICATO  
General Notary - State of Nebraska  
My Commission Expires May 17, 2021



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