

BK: 2022 PG: 2928
Recorded: 10/7/2022 at 8:22:39.0 AM
Pages 6
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

FOR RECORDER'S USE ONLY

Prepared By: HOLLY KAMPA, LOAN PROCESSOR, RIVER BANK, W3995 COUNTY ROAD M, WEST SALEM, WI 54669, (608) 351-3080

AFFIDAVIT OF CORRECTION

WHEN RECORDED MAIL TO:

RIVER BANK, BARRE MILLS BRANCH, W3995 County Rd. M, WEST SALEM, WI 54669

Type or print CLEARLY using BLACK ink.

AFFIANT RIVER BANK hereby swears or affirms that a certain document which was titled as follows: MORTGAGE (type of document), recorded on the 13th day of SEPTEMBER, 2022 (year) as document number 2022-2704 and in volume (if applicable) NA and page (if applicable) NA and was recorded in MADISON County, State of Iowa, contained the following error (if more space is needed, please attach addendum):

WRONG PAGE 2 WAS ATTACHED AT RECORDING. SEE ATTACHED ORIGINAL PAGES 1-2.

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

SEE ATTACHED CORRECTED MORTGAGE PAGES 1-2.

AFFIDAVIT OF CORRECTION

Parcel Identification Number (PIN) 821004900052000

Grantor (from document being corrected) 1031X, LLC

Grantee (from document being corrected) RIVER BANK

AFFIANT is the drafter of the document being corrected.

The original document (in part of whole) is is not attached to this Affidavit (if original document is not attached, please attach legal description and include names of grantor(s) and grantee(s)).

Dated: 10/06/2022

Signed: *Holly M Kampa*

* HOLLY M KAMPA

STATE OF WISCONSIN, County of LA CROSSE

Signed and sworn to before me on 10/06/2022

Michelle Migala
Signature of Notary

Print or type name: MICHELLE MIGALA

Title: LOAN PROCESSING MANAGER

Date Commission expires: 11/02/2025



BK: 2022 PG: 2704
Recorded: 9/13/2022 at 10:08:07.0 AM
Pages 7
County Recording Fee: \$37.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$40.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

FOR RECORDER'S USE ONLY

Prepared By: HOLLY KAMPA, LOAN PROCESSOR, RIVER BANK, W3995 COUNTY ROAD M, WEST SALEM, WI 54669, (608) 351-3080

WHEN RECORDED MAIL TO:

RIVER BANK, BARRE MILLS BRANCH, W3995 County Rd. M, WEST SALEM, WI 54669

MORTGAGE

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Mortgage. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Mortgage. The property address can be found on page 2 of this Mortgage. The legal description can be found on page 1 of this Mortgage. The parcel identification number can be found on page 2 of this Mortgage.

THIS MORTGAGE dated September 7, 2022, is made and executed between 1031X, LLC; A WYOMING LIMITED LIABILITY COMPANY (referred to below as "Grantor") and RIVER BANK, whose address is 4000 CORPORATE DR, HOLMEN, WI 54636 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender and grants to Lender a security interest in all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; rents and profits; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in MADISON County, State of Iowa:

Real property in the City of Winterset, County of Madison, State of Iowa, described as follows:

A Parcel of land located in the Southwest Quarter (¼) of the Northwest Fractional Quarter (¼) of the Northwest Quarter (¼) of Section Thirty-One (31), Township Seventy-Six (76) North, Range Twenty-Seven (27) West of the 5th P.M., City Of Winterset, Madison County, Iowa, more particularly described as follows, to-wit: commencing at the Southwest corner of the Northwest Fractional Quarter (¼) of the Northwest Quarter (¼) of said Section Thirty-One (31), thence South 89°15½' East 50 feet to the Point of Beginning; thence North 198.42 feet; thence South 89°15½' East 94.23 feet; thence North 27.25 feet; thence South 89°15½' East 162.27 feet; thence North 205.81 feet; thence South 89°15½' East 195.32 feet; thence South 00°03' East 306.48 feet; thence North 89°15½' West 66 feet; thence South 00°03' East 125 feet; thence North 89°15½' West 386.20 feet to the Point Of Beginning, except Parcel "F" located therein, containing 0.613 acres, as shown in Plat of Survey filed in Book 2, Page 342 on February 26, 1998 in the office of the recorder of Madison County, Iowa, and except Parcel "E" located therein, containing 0.014 acres, (621.3 square feet), as shown in Plat of Survey filed in Book 2, Page 343 on February 26, 1998 in the office of the recorder of Madison County, Iowa; and except Parcel "Q" located therein, containing 0.579 acres, as shown in Plat of Survey filed in Book 2013, Page 2472 on August 21, 2013 in the office of the recorder, Madison County, Iowa.

Also described by a Surveyor as:

Beginning at an 1/2" Iron Road Found and being located South 89°08'20" West a distance of

**MORTGAGE
(Continued)**

Page 2

RECORDS OF ADAMS COUNTY, WISCONSIN, AS DOCUMENT NO. 539818.

AS DELINEATED ON THAT CERTAIN PLAT OF SURVEY ENTITLED "BERRY RIDGE MHP, 3863 5TH DRIVE-PROJECT NO. 41942" BY PAUL FILINOVICH FOR OR ON BEHALF OF MILLMAN NATIONAL LAND SERVICES ("SURVEYOR"), DATED OCTOBER 12, 2017, LAST REVISED FEBRUARY 24, 2018 (THE "SURVEY").

The Real Property or its address is commonly known as 3863 5TH DRIVE, WISCONSIN DELLS, WI 53965. The Real Property tax identification number is 022-00323-0000.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

This property is not the Grantor's homestead.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Wisconsin law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property or this Mortgage, and shall pay when due all

FOR RECORDER'S USE ONLY

Prepared By: HOLLY KAMPA, LOAN PROCESSOR, RIVER BANK, W3995 COUNTY ROAD M, WEST SALEM, WI 54669, (608) 351-3080

WHEN RECORDED MAIL TO:
RIVER BANK, BARRE MILLS BRANCH, W3995 County Rd. M, WEST SALEM, WI 54669

MORTGAGE

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Mortgage. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Mortgage. The property address can be found on page 2 of this Mortgage. The legal description can be found on page 1 of this Mortgage. The parcel identification number can be found on page 2 of this Mortgage.

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GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender and grants to Lender a security interest in all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; rents and profits; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **MADISON County, State of Iowa:**

Real property in the City of Winterset, County of Madison, State of Iowa, described as follows:

A Parcel of land located in the Southwest Quarter (¼) of the Northwest Fractional Quarter (¼) of the Northwest Quarter (¼) of Section Thirty-One (31), Township Seventy-Six (76) North, Range Twenty-Seven (27) West of the 5th P.M., City Of Winterset, Madison County, Iowa, more particularly described as follows, to-wit: commencing at the Southwest corner of the Northwest Fractional Quarter (¼) of the Northwest Quarter (¼) of said Section Thirty-One (31), thence South 89°15½' East 50 feet to the Point of Beginning; thence North 198.42 feet; thence South 89°15½' East 94.23 feet; thence North 27.25 feet; thence South 89°15½' East 162.27 feet; thence North 205.81 feet; thence South 89°15½' East 195.32 feet; thence South 00°03' East 306.48 feet; thence North 89°15½' West 66 feet; thence South 00°03' East 125 feet; thence North 89°15½' West 386.20 feet to the Point Of Beginning, except Parcel "F" located therein, containing 0.613 acres, as shown in Plat of Survey filed in Book 2, Page 342 on February 26, 1998 in the office of the recorder of Madison County, Iowa, and except Parcel "E" located therein, containing 0.014 acres, (621.3 square feet), as shown in Plat of Survey filed in Book 2, Page 343 on February 26, 1998 in the office of the recorder of Madison County, Iowa; and except Parcel "Q" located therein, containing 0.579 acres, as shown in Plat of Survey filed in Book 2013, Page 2472 on August 21, 2013 in the office of the recorder, Madison County, Iowa.

Also described by a Surveyor as:

Beginning at an 1/2" Iron Road Found and being located South 89°08'20" West a distance of

**MORTGAGE
(Continued)**

292.40 feet from the Southwest corner of THE Northwest Fractional Quarter (¼) of The Northwest Quarter (¼) of said Section Thirty One (31), running thence,

1. Along the lands now or formerly City of Winterset, Iowa, North 01°02'32" East, a distance of 225.65 feet to a set #4 rebar with yellow id Cap "IOWA 2280"; thence Running the following (3) courses and distances along the lands now or formerly Hurd & Daughter, LLC.

2. South 89°08'20" East a distance of 10.47 feet to a set #4 rebar with yellow id cap "IOWA 2280"; thence

3. North 00°23'11" East a distance of 206.04 feet to a 1/2" iron rod found; thence

4. South 88°59'15" East a distance of 195.37 feet to a 1/2" iron rod Found; thence

5. Along the lands now or formerly Heartland Coop, South 00°15'25" West a distance of 306.20 feet to a set #4 rebar with yellow id cap "IOWA 2280"; thence

6. Along the lands now or formerly Nolan K. & Glenda Joann Collins, North 89°08'20" West a distance of 66.00 feet 1/2" iron rod Found; thence

7. Continuing along the same South 00°04'10" West a distance of 125.00 feet to a 1/2" iron rod Found; thence

8. Along the Northeasterly right of way line of East Lane Street, North 89°08'20" West a distance of 143.80 feet to the Point of Beginning.

The Real Property or its address is commonly known as 121 EAST LANE STREET, WINTERSSET, IA 50273. The Real Property tax identification number is 821004900052000. The Real Property parcel identification number is 821004900052000.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents. The lien on the rents granted in this Mortgage shall be effective from the date of the Mortgage and not just in the event of default.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions: None of the collateral for the Indebtedness constitutes, and none of the funds represented by the Indebtedness will be used to purchase: (1) Agricultural products or property used for an agricultural purpose as defined in Iowa Code Section 535.13; (2) Agricultural land as defined in Iowa Code Section 9H1 (2) or 175.2 (1); or (3) Property used for an agricultural purpose as defined in Iowa Code Section 570.A.1 (2). Grantor represents and warrants that: (1) There are not now and will not be any wells situated on the Property; (2) There are not now and will not be any solid waste disposal sites on the Property; (3) There are not now and there will not be any hazardous wastes on the Property; (4) There are not now and there will not be any underground storage tanks on the Property.

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During