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MICHELLE UTSLER
RECORDER
WADISON COUNTY, IOWAPrepared by: NORWEST MORTGAGE, INC., CAROLINE R. DAVITT
6200 AURORA AVE, 515/334-0020
SUITE 405E
URBANDALE, IA 503220000

[Space Above This Line For Recording Data]

State of Iowa

MORTGAGE

FHA Case No.

161-1826462

THIS MORTGAGE ("Security Instrument") is given on JANUARY 20, 2000
The Mortgagor is JOEL MAPES, A SINGLE PERSON AND TANISHA JOHNSON, A SINGLE PERSON

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF CALIFORNIA , and
whose address is P.O. BOX 5137, DES MOINES, IA 503065137("Lender"). Borrower owes Lender the principal sum of
SIXTY NINE THOUSAND FOUR HUNDRED TWENTY SEVEN AND 00/100

Dollars (U.S. \$*****69,427.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 01, 2030

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Iowa Mortgage - 4/96

VMP-4R(IA) (9604)

VMP MORTGAGE FORMS - (800)521-7297

Page 1 of 8

Initials: J.M.
T.J.

TJW
Initials:

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq., and implement regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

Items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds." Lender may charge instead of a mortgagor monthly premium if this Security Instrument is held by the Secretary, or (ii) a monthly charge instead of a mortgagor monthly insurance premium to be paid by Lender to the Secretary, which shall also include either: (i) a sum for the annual mortgagor monthly premium to be paid by Lender to the Secretary, or (iii) a monthly charge instead of a mortgagor monthly insurance premium to be paid by Lender to the Secretary, which such premium would have been required if Lender still held the Security Instrument, each month Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year a property, and (c) premiums for insurance under paragraph 4. In any year in which the Lender must pay a special assessment levied or to be levied against the Property, (b) leasehold payments or ground rents on the property, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and payment, together with the principal and late charges due under the Note.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All 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."

which has the address of 145 NE CHERRY STREET, EARLHAM [Street, City], Iowa 50072 [Zip Code] ("Property Address");

TAX STATEMENTS SHOULD BE SENT TO: NORWEST MORTGAGE, INC., P.O. BOX 5137, DES MOINES, IA 503065137

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in LOT ONE (1) IN BLOCK ONE (1) OF THE ORIGINAL TOWN OF EARLHAM, MADISON COUNTY, IOWA. BORROWER COVENANTS now or hereafter made in this Security Instrument shall also be covered by this Security Instrument. This is a PURCHASE MONEY SECURITY INSTRUMENT.

*SEE ADJUSTABLE RATE RIDER



If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

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(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Gram-St. Gremain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(iii) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(iv) Borrower defaults by failing to pay in full any sums secured by this Security Instrument if:

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt. Any amounts disbursed by Lender shall be immediately due and payable.

Any amounts disbursed by Lender under this paragraph shall bear interest from the date of disbursement, at the Note rate, secured by this Security Instrument. These amounts shall become an additional debt of Borrower and be

agreed to by Lender under this paragraph to prevent the enforcement of the Lien or (c) secures from the holder of the Lien an assignment of the enforcement of the Lien in, legal proceedings which in the

(a) agrees in writing to the payment of the obligation secured by the Lien in a manner acceptable to Lender; (b) Lender's opinion operates to prevent the enforcement of the Lien by, or defends against enforcement of the Lien in, legal proceedings unless Borrower

Borrower shall promptly discharge any Lien which has priority over this Security Instrument and pay all costs in connection therewith.

If Borrower fails to make these payments or fails to pay all amounts due and payable,

any amounts disbursed by Lender under this paragraph shall bear interest from the date of disbursement, at the Note rate, secured by this Security Instrument. These amounts shall become an additional debt of Borrower and be

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Borrower shall promptly discharge any Lien which has priority over this Security Instrument and pay all costs in connection therewith.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all government or municipal charges, fines and impositions that are not included in paragraph 2, or fails to perform any other obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interests in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

These obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interests in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

Under the Note and this Security Instrument, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in paragraph 3, and then to this Security Instrument, first to any delinquent amounts applied in the order provided in

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- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach of any applicable provision of this Agreement.

both ways has not exercised any physical skill which requires any act that would prevent Lender from exercising his rights under this Paragraph 17.

If Lender gives notice to Breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall be liable and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

NON-UNIFORM COVARIANTS. Bottower and Lennder further covariant and agreee as follows:

Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any Governmental Authority authority, that any removal or other remediation of any Hazardous Substance is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

16. Hazardous Substances. Borrower shall not cause or permit the release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to do, anything affecting the Property that is in violation of any Environmental Law, if such violation is caused by any Person other than Borrower, and Borrower has given written notice of such violation to the Person causing the violation, and such Person has failed to correct the violation within ten (10) days after receiving such notice.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument is held to be invalid or unenforceable, such conflict shall not affect other provisions of this Security Instrument or the Note. The Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note shall be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

20. 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.

21. 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 paragraph 21 shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider
 Planned Unit Development Rider

Growing Equity Rider
 Graduated Payment Rider

Other [specify]
ARM RIDER

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LMP-4R(IA) 19601

Notary Public in and for said County and State



My Commission Expires:

to me personally known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that THEY executed the same as THEIR voluntary act and deed.

On this 20th day of JANUARY, 2000, before me, a Notary Public in the State of Iowa, personally appeared JOEL MAPES, TANISHA JOHNSON, *****,

County ss:

STATE OF IOWA, POLK

-Borrower

(Seal)

—Borrower
—(Seal)

Borrower

(Seal)

-Borrower
— (Seal)

Borrower _____
(Seal)

Borrower

LATANISHA JOHNSON
-Borrower

(Seal)

—

BORROWER **JOEL MAPES**
(Seal) 

— 1 —

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

8025153

FARR-0741-1

ADJUSTABLE RATE RIDER

FHA Case No.

161-1826462

THIS ADJUSTABLE RATE RIDER is made this 20TH day of JANUARY, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to NORWEST MORTGAGE, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 145 NE CHERRY STREET, EARLHAM, IA 50072

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of APRIL, 2001, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new Index.

FHA Multistate ARM Rider - 10/95

VMP-591U (9705)

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Initials: J.M.

VMP MORTGAGE FORMS - (800)521-7291

T.S.



(C) **Calculation of Interest Rate Changes**
Before each Change Date, Lender will calculate a new interest rate by adding a margin of 2.000 % to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) **Limits on Interest Rate Changes**
The existing interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate, as stated in Paragraph 2 of the Note.

(E) **Calculation of Payment Changes**
If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity Date at the new interest rate through substitutionally equal payments. In making such calculation, Lender will use the new interest rate which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the new monthly payment of principal and interest.

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

(Seal)
-Borrower

Joel Mapes

JOEL MAPES

(Seal)
-Borrower

(Seal)
-Borrower

Tanisha Johnson

TANISHA JOHNSON

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower