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		,	25%		BOOK 215 PAGE 373
	RELEASED 9-	-11-02 SBE	AUD S	COMPUTER	7000 FEB 14 PM 3: 53
	BUUR_O	PAGE 4462	RMF.S	RECORDED V	MICHELLE UTSLER RECORDER MADISON COUNTY, 10WA
	STEVEN WARRING	GION UNTON STATE BANK c number of preparer)	K.P.O. BOX 110	WINTERSET, IOWA 5	0273 (515) 462-2161
		1			
	State of		N-END MOR'I		r Recording Data
			th Future Advance (
١.	DATE AND PAR parties, their address	TIES. The date of this Mort sses and tax identification num	gage (Security Instrubers, if required, are	nment) isFEBRU! as follows:	ARY 14, 2000 and the
	MORTGAGOR:	PAUL M. HAVICK AS JOINT DEBTORS/HUS 2425 HIATT APPLE ROP WINTERSET, IA 50273	AD	DIANE E. HAVICE AS JOINT DEBTOR 2425 HIATT APPI WINTERSET, IA	RS/WIFE LE ROAD
	☐ If checked, 1 acknowledgm		lum incorporated he	erein, for additional M	ortgagors, their signatures and
	LENDER:	UNION STATE BANK ORGANIZED AND EXIST P.O. BOX 110 WINTERSET, IA 50273		AWS OF THE STATE	OF IOWA
2.	the Secured Debt (warrants, conveys	For good and valuable considered below) and Mortgago and mortgages to Lender the formal AND MADE A PART His	or's performance und ollowing described pr	er this Security Instrume	is acknowledged, and to secure ent, Mortgagor grants, bargains, KHIBIT 'A' WHICH IS
	THE OFFICE OF PAGE 828.	RECORDER OF MADISON	COUNTY ON MAY	23, 1998 IN BOOK	
	• • •		(County)		
	280TH TRA	II. (Address)	,ST	CHARLES (City)	, Iowa50240 (ZIP Code)
	ditches, and water any time in the futu	stock and all existing and future, be part of the real estate de	ure improvements, st escribed above (all re	ructures, fixtures, and referred to as "Property").	
	LOANS AND A	MORTGAGE SECURES CR DVANCES UP TO THIS TO OTHER CREDITORS	S AMOUNT, TOO	SETHER WITH INT	,38 EREST, ARE SENIOR TO D OR FILED MORTGAGES
3.	exceed the amount pursuant to this Se	stated above. This limitation	of amount does not a limitation does not a	include interest and other apply to advances made	rument at any one time shall not er fees and charges validly made under the terms of this Security ecurity Instrument.
4.		AND FUTURE ADVANCES and under the terms of all pro-			ows: other evidence of debt described

IOWA - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE) ©1994 Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form RE-MTG-IA 2/18/97

DATE IS \$14,829.38.

(page 1 of 4)

below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is

BETWEEN UNION STATE BANK AND PAUL M. AND DIANE E. HAVICK WITH A MATURITY DATE OF MAY 23,2005. THE REMAINING PRINCIPAL BALANCE OF LOAN #7490019924 AS OF TODAY'S

suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.) PROMISSORY NOTE #7490019924 DATED MAY 23, 1998 IN THE AMOUNT OF \$17,000.00

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced or such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the Security Instrument. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, warrant, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.
 - Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
- 11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor irrevocably grants, bargains, warrants, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.
 - Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument. Mortgagor agrees that this assignment is effective as to third parties on the recording of this Security Instrument, and that this assignment will remain in effect during any redemption period until the Secured Debt is satisfied. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.
- 13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

file (page 2 of #)

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14. DEFAULT. Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment within ten days after being due. Mortgagor will be in default if Mortgagor fails to observe any other covenant, the breach of which materially impairs Mortgagor's rights in the Property, or materially impairs Mortgagor's

prospect to pay amounts due under the Secured Debt.

15. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by

law if Mortgagor is in default. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or

16. REDEMPTION. Mortgagor agrees that in the event of foreclosure of this Mortgage, at the sole discretion of Lender, Lender may elect to reduce the period of redemption for the sale of the Property to a period of time as may then be authorized under the circumstances and under any section of lows Code Chapter 628, or any other lows Code section, now in effect or as may be in effect at the time of foreclosure.

17. EXPENSES; ADVANCES ON COVENANTS; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing to protecting Lender's rights and remedies under this Security Instrument. This simount may include, but is not limited to, court costs, and other costs of collection, excluding attorneys' fees. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or contaminant which render the substance dangerous or potentially dangerous in the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances,"

"hazardous waste" or "hazardous substance" under any Environmental Law.

happens again.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous

Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law

event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any

Hazardous Substance or the violation of any Environmental Law.

19. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security agreement or Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or

other lien document.

20. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this

Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to

Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the

acquisition.

21. ESCROW FOR TAXES AND INSURANCE, Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

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- 22. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 23. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 24. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that

Instrume	ular shall include the plural and the plural the sing ent are for convenience only and are not to be used t	y of the remainder of this Security Instrument. Vular. The captions and headings of the sections on interpret or define the terms of this Security Ins	of this Security			
25. NOTICI	essence in this Security Instrument. E. Unless otherwise required by law, any notice sha opriate party's address on page 1 of this Security In	Il be given by delivering it or by mailing it by fin	rst class mail to			
to one m	nortgagor will be deemed to be notice to all mortgagor. Except to the extent prohibited by law, Mortgagor.	ors.	_			
of liens a	and assets, all rights of dower and distributive share RTERMS. If checked, the following are applicable (and all homestead exemption rights relating to the	ne Property.			
	Purchase Money Mortgage. This is a purchase mon Line of Credit. The Secured Debt includes a revolve reduced to a zero balance, this Security Instrument was the purchase of the security of	ing line of credit provision. Although the Secure	d Debt may be			
□ (i	Construction Loan. This Security Instrument s improvement on the Property within the meaning of of the Iowa Code.	secures an, obligation incurred for the const				
f s	Fixture Filing. Mortgagor grants to Lender a secutive and that are or will become fixtures related to statement and any carbon, photographic or other repairs the Uniform Commercial Code.	the Property. This Security Instrument suffices	as a financing			
a	Riders. The covenants and agreements of each of t and amend the terms of this Security Instrument. [Ch	neck all applicable boxes]	nd supplement			
	Condominium Rider Planned Unit Developmen Additional Terms.	t Rider	••••••			
NOTICE TO CONSUMER (For purposes of this Notice, "You" means Mortgagor) 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.						
balance at	t any time without penalty and may be entitled to re	itled to a copy of this paper. 3. You may prepay	ce with law.			
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EXHIBIT 'A'

said Railway, as the same is now located and staked out across said real estate, feet on the Westerly side and within 50 feet on the Easterly side of the center line of Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, lying within 50 One-half (%) of Section Thirty-one (31), in Township Seventy-five (75) North, of City Railway Company, described as being all that part of the South Fractional Road Right of Way, AND The Right-of-Way of the Chicago, St. Paul and Kansas excepted parcel of land containing 3.000 Acres including 0.423 Acres of County 398.41 feet; thence South 77°11'08" East, 160.59 feet to the point of beginning, said centerline of a County Road; thence along said centerline, North 86°03'35" East, 86°25'42" West, 352.10 feet thence North 03°56'25" West, 247.81 feet to the 88°17'25" West, 181.67 feet; thence South 31°28'07" West 22.97 feet; thence South to the point of deginning. Thence South 02°22'34" East, 192.20 feet; thence South thence South 85°58'05" West, 475.82 feet; thence North 77°11'08" West, 125,94 feet County Road; thence along said centerline, South 45°26'58" West, 652.12 feet; of said Section 31, thence North 00°00000", 2,313.61 feet to the centerline of a Commencing at the Southeast Corner of said Section 31, thence along the east line Southeast Quarter (14) of said Section 31, more particularly described as follows: City Railway Company; and EXCEPT a parcel of land in the North Half (1/4) of the of County Road, EXCEPT the Right-of-Way of the Chicago, St. Paul and Kansas of Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, lying South The South Half (%) of Section Thirty-one (31), in Township Seventy-five (75) North,

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