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R.M.F. \$ 1<sup>00</sup>

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MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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FORM 5014 (9-2000)

✓ RETURN TO Farm Credit Services of America, 1236 Heires Avenue, PO Box 517 Emily Tadsen  
PREPARER: Carroll, IA 51401-0517 (800)383-0698

Farm Credit Services of America

## REAL ESTATE MORTGAGE

For the State of Iowa

Open-End To Secure Present and Future Obligations and Advances

### 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 property with respect to claims based on this mortgage.

Date

Date

Kenton I Kiburz 12-21-00  
Kenton I Kiburz

Melissa Kiburz 12-21-00  
Melissa Kiburz

Date: December 20, 2000

#### Mortgagor(s):

Kenton I Kiburz, a/k/a Kent Kiburz and Melissa Kiburz, husband and wife

#### Mailing Address: RR 2 Box 49

Diagonal IA 50845-9621

The above named Mortgagor(s) in consideration of the advance by Mortgagee of the principal sum specified below, the receipt of which is hereby acknowledged, and any future, additional or protective advances made at Mortgagee's option, hereby sell, convey, and mortgage to Farm Credit Services of America, FLCA, 206 S 19th Street, Omaha, NE 68102-1745, Mortgagee, its successors and assigns, from the date hereof until all obligations secured hereby are paid in full, the following-described real estate in Montgomery, Ringgold, Madison County(ies), Iowa, to wit:

Adair, Taylor, Decatur, Union

SEE ATTACHED EXHIBIT "A". THIS REAL ESTATE MORTGAGE IS EXECUTED IN DUPLICATE ORIGINALS TO ACCOMMODATE SIMULTANEOUS RECORDING IN MULTIPLE COUNTIES.

together with all Mortgagor's right, title, and interest in the property, now or hereafter acquired, including: all buildings, fixtures, crops, and improvements now on or hereafter placed upon the property; all appurtenances, water, irrigation, and drainage rights; all rents, issues, uses, income, profits, and rights to possession; all oil, gas, gravel, rock, or other minerals of whatever nature, including geothermal resources; all personal property that may integrally belong to or hereafter become an integral part of the real estate whether attached or detached, including any appurtenances and accoutrements of any structure or residence secured hereby; easements and other rights and interests now or at any time hereafter belonging to or in any way pertaining to the property, whether or not specifically described herein; all above and below ground irrigation equipment and accessories; and all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to the property, now or hereafter issued, extended, or renewed by Mortgagor(s), any State, the United States, or any department, bureau, instrumentality, or agency thereof. The foregoing is collectively referred to in this document as the "property."

It is understood and agreed between Mortgagor(s) and Mortgagee that this mortgage is given to secure the repayment in full of the following described promissory note(s), and all future and additional loans or advances, protective or otherwise, which may be made by Mortgagee, at its option, at the request of, and to or for the account of Mortgagor(s), or any of them, for any purpose, plus interest thereon, all payable according to the terms of the note(s) or other instrument(s) modifying the same.

Date of Note  
12/20/2000

Principal Amount  
986,000.00

\*NOTICE: This mortgage secures credit in the amount of \$ 986,000.00. 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.

NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE FURTHER OR ADDITIONAL ADVANCES IN ANY AMOUNT AT ANY TIME, WHETHER OR NOT THE TOTAL PRINCIPAL INDEBTEDNESS ABOVE HAS BEEN ADVANCED.

This mortgage will be due January 01, 2021.

Mortgagor(s) hereby warrants that Mortgagor(s) holds fee simple title to the above described property, that Mortgagor(s) has good and lawful authority to mortgage the same, that the property is free and clear of all liens and encumbrances, except encumbrances of record, and that Mortgagor(s) will warrant and defend the property at Mortgagor's expense against all claimants whomsoever. Mortgagor(s) also hereby waives and relinquishes all rights of dower, homestead, distributive share, and exemption in and to the above described property.

#### Mortgagor(s) and each of them further covenant and agree with Mortgagee as follows:

1. To pay all liens, judgments, or other assessments against the property, and to pay when due all assessments, taxes, rents, fees, or charges upon the property or under any lease, permit, license, or privilege assigned to Mortgagee as additional security to this mortgage, including those in or on public domain.
2. To insure and keep insured buildings and other improvements, including fixtures and attachments now on or hereafter placed on the property to the satisfaction of Mortgagee. Such insurance will be approved by and deposited with Mortgagee, and endorsed with a mortgage clause with loss payable to Mortgagee. Any sums so received by Mortgagee may be applied in payment of any indebtedness matured or unmatured secured by this mortgage, or at the option of Mortgagee may be used to pay for reconstruction of the destroyed improvements. Such insurance will be in

an amount at least equal to the lesser of the loan balance, the actual cash value of the collateral, or the replacement cost of the property, and will at a minimum, cover losses caused by fire, lightning, explosion, riot, aircraft, vehicles, vandalism, civil commotion, smoke, windstorm, and hail. I/We will obtain and keep flood insurance in force to cover losses by flood as required by Lender and by the National Flood Insurance Act of 1968, as amended, and by regulations implementing the same. I/We further agree that Lender is not and will not be liable for any failure by me/us or by any insurer, for whatever reason, to obtain and keep this insurance in force.

3. To keep all buildings, fixtures, attachments, and other improvements now on or hereafter placed on the property occupied and in good repair, maintenance, and condition and to neither commit nor permit any acts of waste or any impairment of the value of the property. Mortgagee may enter upon the property to inspect the same or to perform any acts authorized herein or in the loan agreement(s).

4. In the event Mortgagee fails to pay any liens, judgments, assessments, taxes, fees, or charges or maintain any insurance on the property, or provide insurance, maintenance, or improvements as provided herein or in the loan agreement(s), Mortgagee, at its option, may make such payments immediately due and payable and bear interest at the default rate provided in the note(s) from the date of payment until paid. The advancement by Mortgagee of any such amounts will in no manner limit the right of Mortgagee to declare Mortgagee(s) in default or exercise any of Mortgagee's other rights and remedies.

5. In the event Mortgagee is a party to any litigation affecting the property or the lien of this mortgage, including any action by Mortgagee to enforce this mortgage or any suit in which Mortgagee is named a defendant (including condemnation and bankruptcy proceedings), Mortgagee may incur expenses and advance payments for abstract fees, attorneys fees (to the extent allowed by law), costs, expenses, appraisal fees, and other charges at the default rate provided in the note(s) from the date of advance until paid.

6. Any awards made to Mortgagee(s) or their successors by the exercise of eminent domain are hereby assigned to Mortgagee; and Mortgagee is hereby authorized to collect and apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

7. In the event of default in the payment when due of any sums secured hereby (principal, interest, advances, or protective advances), or failure to perform or observe any covenants and conditions contained herein, in the note(s), loan agreement(s), or other instrument(s), or any proceeding is brought under any Bankruptcy laws, Mortgagee, at its option, may declare the entire indebtedness secured hereby to be immediately due and payable and the whole will bear interest at the default rate as provided in the note(s) and Mortgagee may immediately foreclose this mortgage or pursue any other remedy at law or equity, including foreclosure by advertisement with a power of sale in Mortgagee to the extent provided by applicable law. Delay by Mortgagee in exercising its rights upon default will not be construed as a waiver of any future default. If the proceeds under such sale or foreclosure are insufficient to pay the total indebtedness secured hereby, Mortgagee(s) does hereby agree to be personally bound to pay the unpaid balance, and Mortgagee will be entitled to a deficiency judgment.

8. Upon default, Mortgagee will at once become entitled to exclusive possession, use, and enjoyment of the property and to all rents, issues, crops, profits, and income thereof, from the time of such default and during the pendency of foreclosure proceedings and the period of redemption, the delivery of which may be enforced by Mortgagee by any appropriate suit, action, or proceeding. Mortgagee will be entitled to a Receiver for the property and all rents, issues, crops, profits, and income thereof, and the foreclosure costs, fees, and expenses. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived. The Receiver will have all the other usual powers of receiver, and apply the net proceeds to the payment of the property insured, pay the expense of the receivership and attorney fees incurred by the Receiver, and assess, pay insurance premiums necessary to keep the property in good repair and condition, pay all taxes, rents, fees, charges, and assessments, pay insurance premiums necessary to keep the property in good repair and condition, pay the expense of the receivership and attorney fees incurred by the Receiver, and apply the net proceeds to the payment of the indebtedness secured hereby.

9. The integrity and responsibility of the Mortgagee(s) constitutes a part of the consideration for the obligations secured hereby. Should Mortgagee(s) sell, transfer, or convey the property described herein without prior written consent of Mortgagee, Mortgagee, at its option, may declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default.

10. Assignment of Rents including Proceeds of Mineral Leases. Mortgagee(s) hereby assigns, transfers, and conveys to Mortgagee all rents, royalties, bonuses, and delay moneys or other proceeds that may from time to time become due and payable under any real estate lease or under any oil, gas, gravel, rock, or other mineral lease of any kind including geothermal resources now existing or that may hereafter come into existence, covering the property or any part thereof. All such sums so received by Mortgagee will be applied to the indebtedness secured hereby, or Mortgagee, at its option, may turn over and deliver to Mortgagee(s) or their successors in interest, any or all of such sums without prejudice to any of Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. This assignment will be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided, independent of the mortgage lien on the property. Upon payment in full of the mortgage debt and the release of this mortgage of record, this assignment will become inoperative and of no further force and effect.

11. This Mortgage constitutes a Security Agreement with respect to all the property described herein.

12. The covenants contained in this mortgage will be deemed to be severable; in the event that any portion of this mortgage is determined to be void or unenforceable, that determination will not affect the validity of the remaining portions of the mortgage.

13. Redemption Period. If the property described herein is less than ten acres in size and if Mortgagee waives in any foreclosure proceeding any right to a deficiency judgment against Mortgagee(s), then the period of redemption from judicial sale will be reduced to six months. If the court finds that the property has been abandoned by Mortgagee(s) and if Mortgagee waives any right to a deficiency judgment against Mortgagee(s), then the period of redemption from judicial sale will be reduced to thirty days from the date of a court order so stating. The provisions of this paragraph will be construed to confirm at the time of foreclosure, but the court finds that after foreclosure the property has ceased to be the residence of Mortgagee(s), then the period of redemption will be reduced to thirty days from the date of a court order so stating. The provisions of this paragraph will be construed to confirm to the provisions of Sections 628.26, 628.27, and 628.28 of the Code of Iowa.

INDIVIDUAL BORROWER ACKNOWLEDGMENT

Melissa Kiburz

Kenton I Kiburz

On this 21 day of December, 2003, before me, a Notary Public, personally appeared Kenton I Kiburz & Melissa Kiburz who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Notary Public in and for said County and State

(Type name under signature)  
Joel R. Mortenson

EXHIBIT "A"

SW1/4 IN SEC. 12, TWP. 72N, RGE. 36W OF THE 5<sup>TH</sup> P.M., MONTGOMERY COUNTY, IOWA.

S1/2, EXCEPT COMMENCING 958 FEET SOUTH OF NW CORNER OF SW1/4 SW1/4, THENCE EAST 208 FEET, THENCE NORTH 208 FEET, THENCE WEST 208 FEET, THENCE SOUTH 208 FEET; AND EXCEPT THE SOUTH 510 FEET OF THE WEST 375 FEET OF SE1/4 SE1/4 IN SEC. 26, TWP. 68N, RGE. 30W OF THE 5<sup>TH</sup> P.M., RINGGOLD COUNTY, IOWA. W1/2 SW1/4 IN SEC. 12 AND NW1/4 NW1/4 IN SEC. 13, ALL IN TWP. 69N, RGE. 30W OF THE 5<sup>TH</sup> P.M., RINGGOLD COUNTY, IOWA.

SE1/4 NW1/4, EXCEPT THE SOUTH 344 FEET OF THE WEST 380 FEET THEREOF IN SEC. 4, TWP. 75N, RGE. 28W OF THE 5<sup>TH</sup> P.M., MADISON COUNTY, IOWA.



E1/2 NE1/4 AND NW1/4 NE1/4 ALL IN SEC. 7, TWP. 74N, RGE. 33W OF THE 5<sup>TH</sup> P.M., ADAIR COUNTY, IOWA. N1/2 NE1/4 IN SEC. 19, TWP. 76N, RGE. 30W OF THE 5<sup>TH</sup> P.M., ADAIR COUNTY, IOWA.

S1/2 IN SEC. 16, TWP. 69N, RGE. 33W OF THE 5<sup>TH</sup> P.M., TAYLOR COUNTY, IOWA.

PART OF THE W1/2 SW1/4 OF SECTION 5, TOWNSHIP 69 NORTH, RANGE 27 WEST OF THE 5<sup>TH</sup> P.M., DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST BOUNDARY OF THE W1/2 SW1/4 OF SAID SECTION 5, AT A POINT WHICH IS A DISTANCE OF APPROXIMATELY 1,520 FEET SOUTH OF THE NORTHEAST CORNER OF THE W1/2 SW1/4 OF SAID SECTION 5; THENCE NORTH ALONG THE EASTERN BOUNDARY OF THE W1/2 SW1/4 OF SAID SECTION 5, A DISTANCE OF 1,025 FEET, MORE OR LESS, TO THE CENTERLINE OF A LARGE DITCH BEING THE SAME DITCH THAT FORMS THE EASTERN BOUNDARY OF TRACT A-1 DESCRIBED ABOVE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID DITCH TO A POINT LOCATED APPROXIMATELY 350 FEET WEST OF THE POINT OF BEGINNING, THENCE EAST A DISTANCE OF 350 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. E1/2 SW1/4 OF SECTION 5 EXCEPT A PART OF THE NE1/4, SW1/4 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF E1/2 SW1/4 OF SECTION 5, TOWNSHIP 69 NORTH, RANGE 27 WEST OF THE 5<sup>TH</sup> P.M., DECATUR COUNTY, IOWA; THENCE EASTERLY ALONG THE NORTHERN BOUNDARY OF THE E1/2 SW1/4 OF SAID SECTION 5, A DISTANCE OF APPROXIMATELY 665 FEET, TO THE CENTERLINE OF THE FIRST MAJOR DITCH; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID DITCH TO A POINT ON THE WEST BOUNDARY OF THE E1/2 SW1/4 OF SAID SECTION 5, AT A DISTANCE OF APPROXIMATELY 510 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF THE E1/2 SW1/4 OF SAID SECTION 5 TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 3.5 ACRES, MORE OR LESS, ALL IN DECATUR COUNTY, IOWA. NE1/4 NW1/4 OF SECTION EIGHT 8; ALL OF THE SE1/4 NW1/4 OF SECTION 8, TOWNSHIP 69 NORTH, RANGE 27 WEST OF 5<sup>TH</sup> P.M., DECATUR COUNTY, IOWA, EXCEPT: COMMENCING AT SOUTHWEST CORNER OF THE SE1/4 NW1/4 OF SAID SECTION 8; THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF SAID SE1/4 NW1/4, A DISTANCE OF APPROXIMATELY 825 FEET TO AN EXISTING FENCE LINE; THENCE EASTERLY ALONG THE EXISTING FENCE LINE TO A POINT APPROXIMATELY 785 FEET EAST OF THE PREVIOUS POINT; THENCE SOUTHEASTERLY ALONG THE EXISTING FENCE A DISTANCE OF APPROXIMATELY 875 FEET TO THE SOUTHERN BOUNDARY OF SE1/4 NW1/4 OF SAID SECTION 8, AT A POINT APPROXIMATELY 1000 FEET EAST OF THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE SOUTHERN BOUNDARY OF THE SE1/4 NW1/4 OF SAID SECTION 8 TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 18.8 ACRES, MORE OR LESS, ALL IN DECATUR COUNTY, IOWA.



THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4 SE1/4) OF SECTION TWENTY (20); AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4 NE1/4); THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4); THE NORTH FIVE (5) ACRES OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4 NW1/4); AND THE WEST 45 ACRES OF THE NORTH 90 ACRES OF NW1/4, EXCEPT THAT PORTION DEEDED TO STATE OF IOWA BY DEED RECORDED IN BOOK 371, PAGE 16, ALL IN SEC. 29, TWP. 71N, RGE. 29W OF THE 5<sup>TH</sup> P.M., UNION COUNTY, IOWA. NE1/4 NE1/4 IN SEC. 34 AND NW1/4 NW1/4 IN SEC. 35, ALL IN TWP. 73N, RGE. 28W OF THE 5<sup>TH</sup> P.M., UNION COUNTY, IOWA. NE 1/4 IN SEC. 2, N1/2 NE1/4, AND N1/2 NW1/4 ALL IN SEC. 1, ALL IN TWP. 71N, RGE. 30W OF THE 5<sup>TH</sup> P.M., UNION COUNTY, IOWA. SE1/4, EXCEPT PARCEL A THEREOF IN SEC. 35, TWP. 72N, RGE. 30W OF THE 5<sup>TH</sup> P.M., UNION COUNTY, IOWA.

THE NORTHWEST QUARTER (NW1/4) OF SECTION ELEVEN (11) EXCEPTING THE RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILWAY, ALL IN TOWNSHIP SEVENTY-THREE (73) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5<sup>TH</sup> P.M., IN UNION COUNTY, IOWA, EXCEPT PUBLIC HIGHWAY, AND EXCEPT A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 967.95 FEET NORTH AND 84.81 FEET EAST OF THE WEST QUARTER CORNER OF SAID SECTION 11, SAID POINT OF BEGINNING BEING THE EASTERN RIGHT-OF-WAY OF HIGHWAY 169, THENCE ALONG RIGHT-OF-WAY NORTH 02 DEGREES 11 MINUTES 47 SECONDS WEST 388.08 FEET TO THE RIGHT-OF-WAY OF STATION 422+00/70 FOOT RIGHT, THENCE CONTINUING ALONG RIGHT-OF-WAY NORTH 18 DEGREES 05 MINUTES 41 SECONDS EAST 156.12 FEET, THENCE SOUTH 46 DEGREES 37 MINUTES 30 SECONDS EAST 535.76 FEET, THENCE DUE SOUTH 142.00 FEET, THENCE SOUTH 86 DEGREES 27 MINUTES 01 SECONDS WEST 423.86 FEET TO THE POINT OF BEGINNING, CONTAINING 3.47 ACRES, MORE OR LESS; AND THE NORTH HALF OF THE NORTHEAST QUARTER (N1/2 NE1/4) AND THE NORTH THIRTY (30) ACRES OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) OF SECTION TEN (10), TOWNSHIP SEVENTY-THREE (73) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5<sup>TH</sup> P.M., IN UNION COUNTY, IOWA, EXCEPT THE THREE FOLLOWING TRACTS:

1. BEGINNING AT THE E1/4 CORNER OF SAID SECTION 10, THENCE N0° 00'W, 325.4 FT. ALONG THE EAST LINE OF SAID SE1/4 NE1/4; THENCE N89°51 ½'W, 75.0 FT.; THENCE N0° 00'W, 1071.2 FT.; THENCE N2°19 ½'W, 492.4 FT.; THENCE N67°26 ½'W, 211.2 FT.; THENCE N0°00'W, 521.1 FT.; THENCE NORTHERLY 147.9 FT. ALONG A 62,794.5 FT. RADIUS CURVE, CONCAVE EASTERLY AND HAVING A CHORD BEARING N0°04'E, 147.9 FT. TO A POINT ON THE NORTH LINE OF THE SAID NE1/4 NE1/4; THENCE S89°45'E, 289.8 FT. ALONG SAID NORTH LINE TO THE NE CORNER OF SAID SECTION 10; THENCE N89°34'E, 149.0 FT. ALONG THE NORTH LINE OF SAID NW1/4 NW1/4; THENCE S28°06 ½'E, 2.4FT.; THENCE S30°55'W, 126.8 FT.; THENCE S3°42 ½'E, 773.6 FT.; THENCE S0°00'E, 200.00 FT.; THENCE S18°00 ½'W, 210.3 FT.; THENCE S2°12'E, 390.3 FT.; THENCE S0°00'E, 965.4 FT. TO A POINT ON THE SOUTH LINE OF SAID SW1/4 NW1/4, THENCE S89°48 ½'W, 85.0 FT. ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 12.6 ACRES, MORE OR LESS;

2. A TRACT IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4NE1/4) OF SECTION TEN (10), TOWNSHIP SEVENTY-THREE (73) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5<sup>TH</sup> P.M., IN UNION COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT, THENCE WEST 120 FEET, THENCE SOUTHEASTERLY 395 FEET TO THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH ALONG THE WEST LINE OF THE ABOVE DESCRIBED TRACT 374.3 FEET TO THE POINT OF BEGINNING:

3. A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION TEN (10), TOWNSHIP 73 NORTH, RANGE 28 WEST OF THE 5<sup>TH</sup> P.M., DESCRIBED AS FOLLOWS: BEGINNING AT



A POINT 749 FEET WEST OF THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 73 NORTH, RANGE 28, WEST OF THE 5<sup>TH</sup> P.M., THENCE SOUTH 241.75 FEET, THENCE WEST 208.75 FEET, THENCE NORTH 241.75 FEET, THENCE EAST 208.75 FEET TO THE POINT OF BEGINNING.

