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MICKI UTSLER RECORDER MADISON COUNTY, 10 WA

Prepared by: Peoples Savings Bank, PO Box 735, Indianola, IA 50125

DEED OF TRUST

THIS INDENTURE, made and executed this 12th day of February, 2001, by Conner & Conner, A Partnership, of the City of Cumming, County of Madison, and State of Iowa, First Parties, and Peoples Savings Bank, with its principal office and place of business at Indianala, Towa, Second Party. Indianola, Iowa Second Party.

WITNESSETH:

That First Parties for and in consideration of the indebtedness to the Second Party and of the trust hereinafter created, and in further consideration of the sum of One Dollar (\$1.00) and other valuable consideration to them in hand paid by the Second Party, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto Second Party, its successors and assigns forever, the certain real estate and the appurtenances thereunto belonging, situated in the County of Warren and State of Iowa to-wit:

See Exhibit A

X Assignment of Rents and Profits. Notwithstanding any other clause contained in this mortgage, I grant to you an absolute assignment of the rents and profits of the Property on mortgage, I grant to you an absolute assignment of the rents and profits of the Property on the same date this mortgage is executed. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. You are entitled to receive the rents and profits of the Property without taking possession of the Property. If I default you may at your sole discretion and as provided by law take possession of the Property, or have the court appoint a receiver and the receiver may take possession, and manage the Property, and collect the rents, income and profits. Any amounts so collected shall be applied first to the costs of managing the Property, including, but not limited to all taxes, assessments, insurance premiums, repairs, court costs, and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amounts will then apply to payments on the Secured Debt as provided in the Security Instrument. This assignment will not impose liability upon you for the operation and maintenance of the Property or for carrying out the lease terms before you have entered and taken possession of the Property. taken possession of the Property.

and also all of the rents, issues, use and profits of said land and the crops raised thereon, from date hereof until this Deed of Trust is released of record, the intention being to convey hereby an absolute title in fee to the property hereinabove described, including any right of homestead and also every contingent right therein.

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the Second Party, its successors and assigns, forever, First Parties hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto Second Party, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the First Parties hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Provided always, that this conveyance is made in trust for the following uses and purposes:

Subject to the maximum Dollar amount set forth below, to secure the payment and performance of all indebtedness, liabilities, obligations and covenants of First Party to Second Party, whether now existing or hereafter incurred, of every kind and character, direct or indirect, and whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, until this Deed of Trust is released or satisfied on the records of the Recorder of the County or Counties in which this property is located. in which this property is located.

This Deed of Trust (mortgage) secures credit in the amount of \$\frac{\$\text{unlimited}}{\text{total}}\$ 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. In addition, this Deed of Trust (mortgage) also secures necessary advances for protection of the security.

If at anytime all of First Party's obligations to Second Party, of whatever nature, are paid, Second Party, within 10 days of receipt of written request by First Party, shall release this Deed of Trust of record and it shall thereafter be null and void.

First Parties hereby agree to pay all taxes and assessments, general or special, upon or against any of the real estate hereinabove described, or any part thereof, before such taxes or special assessments become delinquent and agree to keep all of the said property and the buildings thereon, insured against loss or damage by fire with extended coverage during the existence of the Deed of Trust, in at least the insurable value of such buildings in insurance companies approved by Second Party, its successors or assigns, and also hereby agree to deliver such insurance policies to second party as further security for the payment of the obligations herein secured. First Parties also hereby agree that in the event of loss or damage of any such property by any of the hazards insured against, that the proceeds of such insurance, at the option of the Second Party, its successors or assigns, shall be paid to and received by Second Party, its successors or assigns, and applied towards payment of the obligations secured by this Deed of Trust.

Party.

In case the title to any of the property covered by this Deed of Trust is attacked, First Parties hereby suthorize Second Party to employ an attorney and contest the claim, and First Parties hereby sgree that the reasonable attorney's fee of such attorney shall become a lien upon the property covered by this Deed of Trust, and that such fees and expenses so expended shall become a part of the obligations secured hereby, and shall draw interest at the rate of the most recent note or advance from the date of expenditure until repayment thereof to Secured Party.

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Obligations of the First parties secured by this conveyance may not be assumed by a purchaser without written consent of the Second Party.

It is hereby further agreed and understood that in case the First Parties default hereunder in any respect, that the Second Party, its successors or assigns, is authorized at its options to take immediate possession of the aforesaid real estate, or any parties only for the net profits thereof. And it is further agreed that the taking of passession of such property by Second Party, its successors or assigns, as provided above shall in no manner prevent or retard the collection of the notes or obligations hereunder shall in no manner prevent or retard the collection of the notes or obligations hereunder shall in no manner prevent or retard the collection of the notes or obligations hereunder shall in no manner prevent or retard the continue such possession of the said real estate is sold and if redemption of any of the property is permitted by law, then until such property has been if redemption of any of the time for redemption has expired.

profits of said premises. It is hereby further sgreed that in case of default in any respect in the strict performance of any of the covenants, agreements or conditions of this Deed of Trust, that the Second Party, its successors or assigns, either before or on commencement of any action to foreclose this Deed of Trust or at any time thereafter, shall be entitled to the appointment of a receiver who shall have the power to take and hold possession of the hereinsbove described real estate, and rent the same and collect the rents and profits thereinsbove described real estate, and rent the same and collect the rents and profits the value of the slovesid premises or the waste, loss or destruction of the rents and profits of said premises.

If the Property is less than ten acres in size and if Second Party waives in any foreclosure proceeding any right to a deficiency judgment against First Party, then the period of redemption shall be reduced to six months. If the court finds that the Property has been abandoned by First Party, and if Second Party waives any right to a deficiency judgment against First Party, then the period of redemption from judicial sale shall be reduced to sixty days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of lows. In addition to the previous provisions, Second Party shall be entitled to take advantage of other redemption statutes of the State of lows, whether now or hereafter in force.

If Second Party exercises this option, Second Party shall give First Party notice of notice is delivered or mailed within which First Party must pay all sums secured by this Deed of Trust. If First Party fails to pay these sums prior to the expiration of this Deed of Trust. If First Party fails to pay these sums prior to the expiration of this Deed of Trust. If First Party fails to pay these sums prior to the expiration of this Deed of Trust without action.

of the date of this Deed of Trust. DUE ON SALE: If all or any part of the property or any interest in it is sold or transferred without Second Party's prior written consent, Second Party may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Second Party if exercise is prohibited by federal law as of the date of this Deed of Trust.

First Parties hereby agree that in the event legal proceedings by foreclosure or otherwise are instituted to collect any of the notes or obligations or liabilities hereby otherwise are instituted to collection of any such notes or obligations by an attorney at law, that a reasonable attorney's fee and also the reasonable cost and expense of an abstract of title and title search shall be allowed and added to the debt secured hereby and become lien upon all of the property hereinabove described. And First Parties agree to pay such attorney's fees, abstract expense and title search expense, and such attorney's fees and expenses shall be taxed as part of the costs in any judgment or decree rendered in such proceedings. If the holder of this Deed of Trust at any judgment or decree rendered in such proceedings. If the holder of this Deed of Trust at any time becomes involved in any legal, equitable or other proceedings involving any of the security, first Parties hereby agree to pay the travolving the proceeds of any of such security, first Parties hereby agree to pay the reasonable expenses, including attorney's fees, of the holder hereby agree to pay the reasonable expenses, including attorney's fees, of the holder hereby agree to pay the reasonable expenses, including attorney's fees, of the holder hereby agree to pay the reasonable expenses, including attorney's fees, of the holder hereby agree to pay the reasonable expenses, including attorney's fees, of the holder hereby agree to pay the reasonable.

It hereby expressly is sgreed by and between the parties hereto and made part of this Deed of Trust that in the event of the nonpayment of any of said notes, obligations and liabilities in accordance with their terms at maturity, whether such maturity be by acceleration or otherwise, or in the event of the failure of First Parties to keep and perform any of the conditions, stipulations and covenants herein contained, or in the event perform any of the conditions, stipulations and covenants herein contained, or in the event secured by this Deed of Trust and then the whole amount of principal and interest the option of Second Party, its successors or assigns, and without notice to First Parties, suit may be brought for the collection thereof, and for the foreclosure of this Deed of Trust between the parties the foreclosure of this Deed of Trust as successors or assigns, and without notice to First Parties, at It further hereby is successors or assigns, and between the parties that Second Party, its suit may be brought for the collection thereof, and between the parties that Second Party, its suit may be brought for the collection thereof, and insurance premiums and that the other notes and obligations secured hereby and shall draw interest at the rate of the most recent notes and obligations secured hereby and shall draw interest at the rate of the most recent note or advance from date of such actual advancement by Second Party until repayment thereof to Second Party.

HOMESTEAD 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 Deed of Trust, I voluntarily give up my right to this protection for this property with respect to claims based upon this Deed of Trust.

IN WITNESS WHEREOF: First Parties have hereunto set their hands to this deed of Trust and the above Homestead Waiver on the 12th day of February, 2001.

Conner & Conner, A Partnership

By: William Joseph Conner, A/K/A
William J. Conner, A/K/A William Joe
Conner, A/K/A William Conner, William Partner

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On this 12th day of February, 2001 before me, a Notary Public in the State of Iowa, personally appeared William Joseph Conner, A/K/A William J. Conner, A/K/K William Joe Conner, A/K/A William Conner and Andrew P. Conner to me personally known to be the partners of Conner & Conner, A Partnership named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

My commission expires: 7-//-2002

Notary Public for Maid Conner, Partner

Exhibit A

The North Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-six (26) in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT a parcel of land located in said Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-six (26) described as follows: Beginning at the North Quarter (1/4) Corner of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence South 00°00'00" 1330.12 feet to the Southeast Corner of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-six (26); thence along the South line of said Northeast Quarter (1/4) of the Northwest Quarter (1/4), South $83^{\circ}26'49"$ West 164.89 feet; thence North 00°00'00" 1329.00 feet to the North line of said Section Twenty-six (26); thence along said North line, North 83°03'24" East 165.02 feet to the point of beginning, said excepted parcel containing 5.000 acres, including 0.150 acres of county road right of way; AND a parcel of land located in the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-six (26) described as follows: Beginning at the Northwest Corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twentysix (26) West of the 5th P.M., Madison County, Iowa; thence, along the North line of said Southwest Quarter (1/4) of the Northwest Quarter (1/4), North $82^{\circ}49'35"$ West 353.95 feet; thence South 00°00'00" 620.20 feet; thence South 82°49'35" West 353.95 feet to the West line of said Southwest Quarter (1/4) of the Northwest Quarter (1/4); thence along said West line, North 00°00'00" 620.20 feet to the Point of Beginning, said parcel of land containing 5.000 acres, AND EXCEPT Parcel "A" located in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-six (26), Township Seventy-seven (77)North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence South $00^{\circ}27'47"$ East along the West line of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-six (26), 550.00 feet; thence North $82^{\circ}58'39"$ East, 556.59 feet; thence North $00^{\circ}27'47"$ West 550.00 feet to a point on the North line of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-six (26); thence South 82°58'39" West along the North line of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-six (26) 556.58 feet to the point of beginning. Said parcel contains 6.982 acres, including 0.524 acres of county road right of way; AND the North Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-seven (27); EXCEPT a tract of land in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-seven (27) described as follows: Commencing at the North Quarter (1/4) Corner of said Section Twenty-seven (27), thence South $00^{\circ}00'00''$ 1,300.50 feet along the west line of the Northeast Quarter (1/4) of said Section Twentyseven (27); thence South 90°00′00″ East 65.00 feet to the point of beginning. North 24°01'00" East 221.14 feet; thence North 38°39'36" West 160.08 feet; thence North $00^{\circ}00'00''$ 259.48 feet; thence South $45^{\circ}32'48''$ East 247.72 feet; thence North $85^{\circ}43'52''$ East 383.52 feet; thence South 00°00'00" 381.05 feet; thence South 83°43'00" West 552.50 feet to the point of beginning, said excepted tract of land containing 5.000 Acres, and excepting therefrom all that part conveyed or used as public highway or road; ALL in Township seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; AND EXCEPT Parcel "A", located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-seven (27), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of Section Twenty-seven (27), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, thence South $00^{\circ}27'47''$ East along the East line of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-seven (27), 440.00 feet; thence South 81°47'59" West, 877.94 feet; thence North 06°27'19" West along an existing fenceline, 437.20 feet to a point on the North line of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-seven (27); thence North 81°47'59" East along the North line of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-seven (27) 923.90 feet to the point of beginning. Said parcel contains 9.017 acres, including 0.859 acres of county road right of way, AND EXCEPT Parcel "B", located in the Northwest Quarter (1/4) of the Northeast quarter (1/4) of Section Twenty-seven (27), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly describe as follows: Commencing at the North Quarter (1/4) corner of Section Twenty-seven (27), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence South $00^{\circ}00'00''$ West along the West line of the Northeast Quarter (1/4) of Section Twenty-seven (27), 1299.44 feet; thence North 90°00'00" East 64.32 feet to a point on the East right of way line of County Road G-4R which is the point of Beginning; thence North 24°01'00" East along said R.O.W. lines, 220.50 feet; thence North 38°39'36" West along said R.O.W. line 160.04 feet; thence North 0'00'00" East along said R.O.W. line, 259.61 feet; thence South

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acres of County Road right of way. 714.15 feet to the Point of Beginning. Said Parcel contains 5.018 acres, including 0.941 Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-seven (27), said Section Twenty-seven (27); thence North $0^{\circ}00^{\circ}00^{\circ}$ East along the West line of the Dojut on the West line of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of which is an existing fenceline, 247.71 feet; thence South 90000'00" West 54.59 feet to a of way line of County Road G-4-R, thence North $45^{\circ}38^{\circ}35^{\circ}$ West along said right of way line thence South 85°46'46" West along said fenceline, 276.00 feet to a point on the East right 86.25 feet; thence South 00005'10" West 404.02 feet to a point in an existing fenceline; Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-seven (27) 5th P.M., Madison County, Iowa; thence North 83°21'39" East along the North line of the Twenty-seven (27), Township Seventy-seven (77) North, Range Twenty-six (26) West of the (77) North, Range Twenty-six (26) West of the 5th, P.M., Madison County, lows, more particularly described as follows: Beginning at the North Quarter (1/4) Corner of Section Said Parcel contains 5.855 acres, AND EXCEPT Parcel "C", located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-seven (27), Township Seventy-seven south 83°34'20" West along an existing fenceline, 552.72 feet to the Point of Beginning. feet; thence South 33°11'13" West, 293.70 feet to a point in an existing fenceline; thence the projection of an existing fenceline 492.56 feet; thence South $20^{\circ}00^{\circ}07^{\circ}$ East, 150.02 45°32'42" East along an existing fenceline, 247.72 feet; thence North 85°43'52" East along

JOH : Jem