



FILED NO. 1073
 BOOK 2004 PAGE 1073
 2004 MAR 11 AM 11:51

REC \$ 40⁰⁰
 AUD \$ 1⁰⁰
 R.M.F. \$ 5⁰⁰

NICKI UTSLER
 RECORDER
 IOWA COUNTY, IOWA

✓E

After Recording Return To:
 E-LOAN, INC.
 FINAL DOCS
 6230 STONERIDGE MALL RD
 PLEASANTON, CA 94588

COMPUTER	✓
RECORDED	✓
COMPARED	✓

This instrument was prepared by:
 NELSON CHAN
 E-LOAN, INC.
 6230 STONERIDGE MALL
 PLEASANTON, CA 94588
 PHONE: 1-888-356-2622

Title Order No.: 261004
 Escrow No.: 3001334
 LOAN #: E0245878

**MORTGAGE
 HOME EQUITY LINE OF CREDIT
 (Securing Future Advances)**

**NOTICE: This mortgage secures credit in the amount of \$30,000.00.
 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.**

THIS MORTGAGE is made on FEBRUARY 27, 2004. The mortgagor is Scott Fenimore and Terri Fenimore, Husband and Wife as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common.

This Mortgage is given to **E-LOAN, INC., A DELAWARE CORPORATION,**

whose address is **6230 STONERIDGE MALL, PLEASANTON, CA 94588.**

In this Mortgage, the terms "you," "your" and "yours" refer to the mortgagor(s). The terms "we," "us" and "our" refer to **E-LOAN, INC.**

Pursuant to a Home Equity Line of Credit Agreement dated the same date as this Mortgage ("Agreement"), you may incur maximum unpaid loan indebtedness (exclusive of interest thereon) in amounts fluctuating from time to time up to the maximum principal sum outstanding at any time of *******THIRTY THOUSAND AND NO/100** ***** Dollars (U.S. **\$30,000.00**). All amounts due under the Agreement must be paid in full not later than **APRIL 1, 2014.** You agree that this Mortgage shall continue to secure all sums now or hereafter advanced under the terms of the Agreement including, without limitation, such sums that are advanced by us whether or not at the time the sums are advanced there is any principal sum outstanding under the Agreement. The parties hereto intend that this Mortgage shall secure unpaid balances, and all other amounts due to us hereunder and under the Agreement.

This Mortgage secures to us: (a) the repayment of the debt evidenced by the Agreement, with interest, and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest,

advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of your covenants and agreements under this Mortgage and the Agreement. For this purpose and in consideration of the debt, you do hereby mortgage, grant and convey to us and our successors and assigns the following described property located in Madison County, Iowa:

See legal description attached hereto and made a part hereof.
 APN #: 520103588000000

which has the address of 2801 Rustic Avenue, Peru,

Iowa 50222 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

YOU COVENANT that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

YOU AND WE covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** You shall pay when due the principal and interest owing under the Agreement and all other charges due hereunder and due under the Agreement.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 shall be applied by us as provided in the Agreement.

3. **Prior Mortgages; Charges; Liens.** You have disclosed to us and obtained our approval of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Mortgage, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly. You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Mortgage.

If applicable law authorizes us to do so, we specifically reserve to ourself and our successors and assigns the unilateral right, upon an event of default in payment of taxes, assessments or insurance on the Property, to require, upon notice, that you pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) of the yearly taxes, and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.

4. **Hazard Insurance.** You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals shall be acceptable to us and shall include a standard mortgagee clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property therein. You also understand and agree that the premium for any such insurance may be higher than the premium you would pay for such insurance. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

We may also, at our option and on your behalf, adjust and compromise any claims under the insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and agree is irrevocable, coupled with an interest with full power of substitution and shall not be affected by your subsequent disability or incompetence.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums

secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days after we give notice to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments or change the amount of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

You shall not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

5. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Mortgage or our security interest. You shall also be in default if you, during the loan application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the loan evidenced by the Agreement, including, but not limited to, representations concerning your occupancy of the Property as a principal residence. If this Mortgage is on a leasehold, you shall comply with the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

6. Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Mortgage or over any advance under the Agreement or this Mortgage, appearing in court, paying reasonable attorney's fees, paying any sums which you are required to pay under this Mortgage and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section; and amounts we pay under this Section shall become additional debts you owe us and shall be secured by this Mortgage. These amounts shall bear interest from the disbursement date at the rate established under the Agreement and shall be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

7. Inspection. We may enter and inspect the Property at any reasonable time and upon reasonable notice.

8. Condemnation. The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemner offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.

9. No Release Upon Extension or Modification. Our granting of any extension of time for payment or our agreement to modify the terms of repayment of the obligations under the Agreement or the requirements in this Mortgage shall not operate to release you from your obligations or liability under the Agreement or this Mortgage.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other sums secured by this Mortgage; and (c) agrees that we and anyone else who signs this Mortgage may agree to extend, modify, forbear or make any accommodations regarding the terms of this Mortgage or the Agreement without such person's consent.

11. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

12. Notices. Unless otherwise required by law, any notice to you provided for in this Mortgage shall be delivered or mailed by first class mail to the Property Address or any other address you designate by notice to us, and any notice

to us shall be delivered or mailed by first class mail to our address stated above or any other address we designate by notice to you.

13. Governing Law; Severability. The interpretation and enforcement of this Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except as preempted by federal law. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Mortgage.

15. Sale of Agreement; Change of Loan Servicer. The Agreement or a partial interest in the Agreement (together with this Mortgage) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.

16. Hazardous Substances. You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. You 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 the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Mortgage, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Mortgage, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Acceleration; Remedies. You will be in default if (1) any payment required by the Agreement or this Mortgage is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (3) your action, or your failure to act, adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform you of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense you may have to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, we, at our option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. We shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees as permitted by applicable law.

18. Discontinuance of Enforcement. Notwithstanding our acceleration of the sums secured by this Mortgage under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Mortgage.

19. Release. Upon payment of all sums secured by this Mortgage, we shall release this Mortgage. You shall pay any recordation or filing costs and any fees paid to a third party for services rendered in reconveying or releasing this Mortgage, to the extent allowed by law.

20. Additional Charges. You agree to pay reasonable charges as allowed by law in connection with the servicing of this loan including, without limitation, the costs of obtaining tax searches and subordinations, provided, however, that nothing contained in this section is intended to create and shall not be construed to create any duty or obligation by us to perform any such act, or to execute or consent to any such transaction or matter, except a release of the Mortgage upon full repayment of all sums secured thereby.

21. Waiver. No waiver by us at any time of any term, provision or covenant contained in this Mortgage or in the Agreement secured hereby shall be deemed to be or construed as a waiver of any term, provision or covenant or of the same term, provision or covenant at any other time.

22. Redemption Period. If the Property is less than 10 acres in size and we waive any right to a deficiency judgment against you in any foreclosure proceeding, the period of redemption from judicial sale shall be reduced to 6 months.

If the court finds the Property to be abandoned by you and we waive any right to obtain a deficiency from you, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph 22 shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

23. **Waiver of Homestead, Dower and Right to Distributive Share.** You understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale. If the Property includes your homestead, you voluntarily give up your right to this protection for your home with respect to claims based on this Mortgage and the Agreement. You waive all right of dower, distributive share and any right of exemption with respect to the Property.

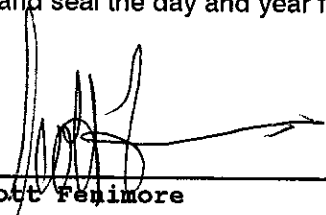
24. **Notice to Consumer.** (1) Do not sign this paper before you read it. (2) You are entitled to a copy of this paper. (3) You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

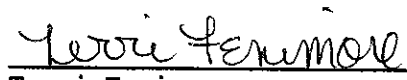
25. **Riders to this Mortgage.** If one or more riders are executed by you and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were part of this Mortgage.

- Condominium Rider
- 1-4 Family Rider
- Planned Unit Development Rider
- Other(s) (specify) **EQUITY LINE RIDER**

IN WITNESS WHEREOF, you have hereunto set your hand and seal the day and year first above written.

Witnesses:

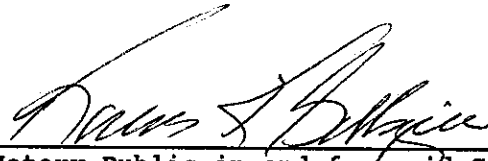

 _____ (Seal)
 Scott Fenimore


 _____ (Seal)
 Terri Fenimore

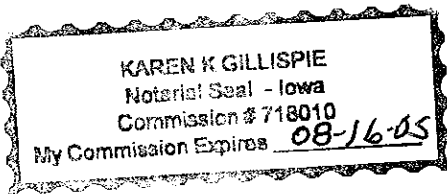
STATE OF IOWA
County of MADISON

On this 1st day of MARCH, 2004, before me, a Notary Public in the State of Iowa, personally appeared Scott Fenimore AND Terri Fenimore, to me personally known to be the person(s) named in and who executed the forgoing instrument, and acknowledged that ~~he/she~~/they executed the same as ~~his/her~~/their voluntary act and deed.

My commission expires: 08-16-05



 Notary Public in and for said County and State



Equity Line Rider

(Open end credit with fixed rate variable rate interest)

This Equity Line Rider is dated **FEBRUARY 27, 2004** and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same date and given by the undersigned, **Scott Fenimore AND Terri Fenimore**

("Borrower") to secure Borrower's Home Equity Line Agreement with **E-LOAN, INC., A DELAWARE CORPORATION**

("Lender") of the same day covering the property described in the Mortgage and located at: **2801 Rustic Avenue, Peru, IA 50222.**

In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

1. The word "Note", as used in the Mortgage and this Rider, refers to the Home Equity Line of Credit Agreement.
2. The Note evidences an open end revolving line of credit agreement between Borrower and Lender under which future advances will be made. The amount stated in the Mortgage as the principal sum of the indebtedness is the current credit limit for the line of credit. All future advances from Lender to the Borrower under such evidence of debt, whether obligatory or discretionary shall be secured by the Mortgage. All obligatory future advances and advances to cure breaches of covenants contained in the Mortgage are secured as if made on the date of this Mortgage. Nothing in this Mortgage shall constitute a commitment to make additional or future loans or advances which exceed **\$30,000.00** (which replicates the current provision in the parties written agreement providing for obligatory future advances.) All 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.

3. The Note provides for:


A variable rate of interest expressed as a daily periodic rate equal to 1/365 of an annual rate of **0.000%** plus the "Index Rate". The daily periodic rate may increase if the highest prime rate published in the Wall Street Journal "Money Rates" table (the "Index Rate") increases. The initial daily periodic rate is **0.0110%**. The annual percentage rate will never be more than **18.000%**. The daily periodic rate will be adjusted on the first business day of every month, using the index rate in effect that day. Any increase in the daily periodic rate may increase the monthly payment due.

LOAN #: E0245878

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF
\$30,000.00 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.**



Scott Fenimore (Seal)



Terri Fenimore (Seal)

Exhibit A

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE IN MADISON COUNTY, IOWA:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION TWO (2), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, RUNNING THENCE WEST 20 RODS, THENCE NORTH 2 RODS, THENCE WEST 22 RODS, THENCE NORTH TO THE NORTH LINE OF SAID SECTION TWO (2), THENCE EAST 42 RODS, THENCE SOUTH TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE SOUTH ONE (1) ACRE OF THE WEST THREE-FOURTHS (3/4) OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION TWO (2), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, THAT MAY LIE THEREIN.

AND

THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION TWO (2), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., EXCEPT A TRACT OF LAND COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST FRACTIONAL QUARTER (1/4) OF THE NORTHEAST FRACTIONAL QUARTER (1/4) OF SECTION TWO (2), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, RUNNING THENCE WEST 500 FEET ALONG THE NORTH LINE OF SAID 40-ACRE TRACT, THENCE SOUTH 265 FEET, THENCE EAST 500 FEET PARALLEL WITH THE NORTH LINE OF SAID 40-ACRE TRACT TO THE EAST LINE OF SAID 40-ACRE TRACT, THENCE NORTH 265 FEET TO THE POINT OF BEGINNING, AND EXCEPT A PARCEL OF LAND IN THE NORTHEAST FRACTIONAL QUARTER (1/4) OF THE NORTHEAST FRACTIONAL QUARTER (1/4) OF SECTION TWO (2), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID NE 1/4 OF THE NE 1/4; THENCE SOUTH 265 FEET ALONG THE EAST LINE OF SAID NE 1/4 OF THE NE 1/4 TO THE POINT OF BEGINNING, THENCE NORTH 88°52' WEST 737.20 FEET PARALLEL TO THE NORTH LINE OF THE NE 1/4 OF THE NE 1/4; THENCE SOUTH 70° 23' WEST 189.80 FEET THENCE SOUTH 04°07' WEST 380.30 FEET; THENCE SOUTH 87°20' EAST 138.10 FEET; THENCE SOUTH 15°37' EAST 358.10 FEET, THENCE SOUTH 00°47' WEST 304.30 FEET; THENCE SOUTH 89°00' EAST 713.00 FEET ALONG THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4, THENCE NORTH 00°00' 1,096.40 FEET TO THE POINT OF BEGINNING. SAID EXCEPTED PARCEL CONTAINS 20.3699 ACRES INCLUDING 0.9124 ACRES OF COUNTY ROAD RIGHT-OF-WAY, THE EAST LINE OF THE NE 1/4 OF THE NE 1/4 OF SECTION 2-74-27 IS ASSUMED TO BEAR DUE NORTH AND SOUTH, AND THE SOUTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SAID SOUTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4), THENCE EAST 30 FEET, THENCE SOUTHWEST TO A POINT 30 FEET SOUTH OF SAID NORTHWEST CORNER, THENCE NORTH 30 FEET TO THE PLACE OF BEGINNING. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL

RIGHTS OF RECORD, IF ANY.

PID: 520103588000000