



 FILED NO. ______ BOOK 2001 PAGE 1700 2001 APR 30 PM 12: 09

| Prepared by: | | MICKI UISLER SPACE ABOVE THIS LINE FOR RECORDER'S USE RECORDER THEPHONE OUNTY, 10 WA | | | | |
|------------------|---|---|---------|----|-------|--------------|
| Deere Community | Credit Union | Box 319 | Ankeny, | Ia | 50021 | 515-289-1822 |
| When Recorded, N | Mail to: | | | | | |
| 1 | DEERE COMMUNITY P.O. BOX ANKENY. IA | 319 | | | | |

REVOLVING CREDIT MORTGAGE

PARAGRAPH 26 CONTAINS THE NOTICE PRESCRIBED BY SECTION 654.12A OF THE 10WA CODE.

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

| | THIS MORTGA | AGE is made this | 27th day of | April | | 2001 |
|------------|---|---|---|--|---|--|
| between th | | | | | , husband and wife | |
| | | · · · · · · · · · · · · · · · · · · · | | | (herei | n "Borrower"), |
| and the Mo | rtgagee, | Deere Commu | nity Credit U | nion | | |
| | • • | nd existing under the | laws of | Iowa | | |
| | ress is | Box 319 An | keny, Ia 500 |)21 | | |
| | | | | | (he | rein "Lender"). |
| | | | | | | |
| WHF | REAS Borrowe | er is indebted to Lend | der as described in | this paragraph; | | |
| | ECURE to Lend | | | | | |
| (1) | Plan Credit Agail modification advances to Emade, repaid, Mortgage. The charges these | greement and Truth-ingers, amendments, ex Borrower under the to and remade from tir e total outstanding pon at a rate which modified the contractions of the contracti | n-Lending Disclosu densions and reneverms of the Credit of the to time. Borrow rincipal balance ow ay vary from time to not exceed <u>Eigl</u> | res made by Borrowe vals thereof (herein "CAgreement, which adver and Lender conteming at any one time urotime, and any other thousa | and conditions of the LOANLINER rand dated the same day as this Credit Agreement"). Lender has a vances will be of a revolving natuplate a series of advances to be ader the Credit Agreement (not in charges which may be owing frond and no/100 | Mortgage, and agreed to make ure and may be secured by this acluding finance om time to time |
| | (\$ <u>85,000</u> Agreement as 25 | s the Credit Limit. Th years from the d | e entire indebtedne ate of this Mortgag | ss under the Credit Aç e. | m Principal Balance and referred greement, if not sooner paid, is do | lue and payable |

The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a rate which may vary as described in the Credit Agreement.

| | _, State of Iowa: | | |
|--|---|--|---|
| See Exhib | it "A" | | |
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| | | | · |
| | | | |
| which has the address of | 2/72 LH11orr Bond | | |
| Which has the address of | 2473 Willow Bend St. Charles. | (Street) , IOWa,50240 | (herein "Property Address") |
| This Property includes Borro | ndominium project known as | ommon elements of the condom | , |
| This Property is in a Planne | d Unit Development known as rrower is lawfully seised of the estate hereby ered, except for encumbrances of record. Bo | conveyed and has the right to mo prrower covenants that Borrower | rtgage, grant and convey the Property |
| title to the Dunnarty against all plais | 118 and demands, subject to encommanices | or record. | |
| title to the Property against all clain Borrower and Lender coven Payment of Principal | ant and agree as follows: Finance Charnes and Other Charnes. Borro | ower shall promptly pay when due | all amounts borrowed under the Credi |
| Borrower and Lender coven 1. Payment of Principal Agreement, all finance charges and | ant and agree as follows: , Finance Charges and Other Charges. Borro d applicable other charges and collection collection. | ower shall promptly pay when due sts as provided in the Credit Agre r at Lender's option, may require | ement. Borrower to pay to Lender on the da |
| Borrower and Lender coven 1. Payment of Principal Agreement, all finance charges and 2. Funds for Taxes and monthly payments of principal and sum (herein "Funds") equal to one | ant and agree as follows: , Finance Charges and Other Charges. Borro d applicable other charges and collection collingurance. Subject to applicable law, Lende I finance charges are payable under the Cred e-twelfth of the yearly taxes and assessments of this Mortgage, and ground rents on the Pro- | ower shall promptly pay when due sts as provided in the Credit Agre r, at Lender's option, may require lit Agreement, until all sums secu s (including condominium and pl operty if any, plus one-twelfth of | ement. Borrower to pay to Lender on the day red by this Mortgage are paid in full, a anned unit development assessments rearly premium installments for hazar |
| title to the Property against all claim Borrower and Lender coven 1. Payment of Principal Agreement, all finance charges and 2. Funds for Taxes and monthly payments of principal and sum (herein "Funds") equal to one if any) which may attain priority ow insurance and flood insurance, if a and reasonable estimates thereof. | ant and agree as follows: , Finance Charges and Other Charges. Borro d applicable other charges and collection co- lnsurance. Subject to applicable law, Lende I finance charges are payable under the Cred e-twelfth of the yearly taxes and assessment- er this Mortgage, and ground rents on the Pr pplicable, all as reasonably estimated initially Borrower shall not be obligated to make such | ower shall promptly pay when due sts as provided in the Credit Agrer, at Lender's option, may require lit Agreement, until all sums secus (including condominium and ploperty, if any, plus one-twelfth of y and from time to time by Lender to institutional Lender. | Borrower to pay to Lender on the day red by this Mortgage are paid in full, a canned unit development assessments yearly premium installments for hazard on the basis of assessments and bill to the extent that Borrower makes suc |
| title to the Property against all claim Borrower and Lender coven 1. Payment of Principal Agreement, all finance charges and monthly payments of principal and sum (herein "Funds") equal to one if any) which may attain priority over insurance and flood insurance, if a and reasonable estimates thereof. payments to the holder of a prior of the Borrower pays Furthy a Federal or state agency (included). | ant and agree as follows: , Finance Charges and Other Charges. Borro d applicable other charges and collection co- Insurance. Subject to applicable law, Lende I finance charges are payable under the Cred e-twelfth of the yearly taxes and assessment er this Mortgage, and ground rents on the Pr pplicable, all as reasonably estimated initially Borrower shall not be obligated to make suc mortgage or deed of trust if such holder is a did to Lender, the Funds shall be held in an | ower shall promptly pay when due sts as provided in the Credit Agrer, at Lender's option, may require lit Agreement, until all sums secus (including condominium and ploperty, if any, plus one-twelfth of y and from time to time by Lender to payments of Funds to Lender to institution the deposits or account Lender shall apply the Funds to present the state of the state | Borrower to pay to Lender on the day red by this Mortgage are paid in full, anned unit development assessments yearly premium installments for hazard on the basis of assessments and bill to the extent that Borrower makes such that sof which are insured or guarantee bay said taxes, assessments, insurance |
| title to the Property against all claim Borrower and Lender coven 1. Payment of Principal Agreement, all finance charges and 2. Funds for Taxes and monthly payments of principal and sum (herein "Funds") equal to one if any) which may attain priority over insurance and flood insurance, if a and reasonable estimates thereof. payments to the holder of a prioring the property of the | ant and agree as follows: , Finance Charges and Other Charges. Borro d applicable other charges and collection coll Insurance. Subject to applicable law, Lende I finance charges are payable under the Cred the twelfth of the yearly taxes and assessment or this Mortgage, and ground rents on the Pr pplicable, all as reasonably estimated initially Borrower shall not be obligated to make such mortgage or deed of trust if such holder is a | ower shall promptly pay when due sts as provided in the Credit Agrer, at Lender's option, may require it Agreement, until all sums secus (including condominium and ploperty, if any, plus one-twelfth of y and from time to time by Lender to payments of Funds to Lender to institution the deposits or account Lender shall apply the Funds to paying the Funds, analyzing said and applicable law permits Lender rest on the Funds shall be paid to | Borrower to pay to Lender on the day red by this Mortgage are paid in full, anned unit development assessments yearly premium installments for hazard on the basis of assessments and bill to the extent that Borrower makes such as of which are insured or guarantee hay said taxes, assessments, insurance count or verifying and compiling said to make such a charge. Borrower an Borrower, and unless such agreemer |

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no

less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance

proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.
- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this

Mortgage, (b) is not personally liable under the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Mortgage.

18. Waiver of Statutes of Limitation. Borrower waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

19. Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Mortgage: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Mortgage or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Mortgage. If an event of default occurs, then prior to exercising any right or remedy provided for in this Mortgage and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure the event of default; (3) a date not less than 30 days from the date the notice is mailed to Borrower, by which such event of default must be cured; (4) any information required by Section 537.5111 of the Iowa Code; and (5) that failure to cure such event of 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 Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and foreclosure. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, without further notice or demand, 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. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts and title reports. However, if Lender has given Borrower a proper notice of right to cure with respect to a prior event of default which occurred within three hundred sixty-five (365) days of the present event of default, or if Borrower has voluntarily surrendered possession of the Property and Lender has accepted the Property in full satisfaction of the sums owing and secured hereby, Borrower shall not be entitled to receive the notice described in this paragraph 22.

| terms of the Credit Agreement. When Borrower (1) has paid all sums sec be canceled, Lender shall discharge this Mortgage. To the extent permitte Borrower to pay costs of recordation, if any. 24. Waiver of Dower and Distributive Share. Borrower hereby rin and to the Property. Borrower hereby waives any right of exemption as 25. Redemption Period. Borrower hereby agrees that in the ever (i) pursuant to lowa Code §628.26, to reduce the period of redemption after sale in foreclosure to sixty (60) of to reduce the period of redemption after sale in foreclosure to such time at 26. Notice. This Mortgage secures credit in the amount of \$\frac{1}{2}\$. | nt of foreclosure of this Mortgage, Lender may, at Lender's sole option, elect: or sale in foreclosure to six (6) months; or (ii) pursuant to lowa Code §628.27, days; or (iii) pursuant to lowa Code §628.28 or any other lowa Code Section as may be then applicable and provided by law. 85,000.00 Loans and advances up to this amount, together |
|---|--|
| with interest, are senior to indebtedness to other creditors under subsequ | uently recorded or filed mortgages and liens. |
| | EAD WAIVER |
| contract, I voluntarily give up my right to this protection for this Proper | claims of creditors and exempt from judicial sale; and that by signing this ty with respect to claims based upon this contrapt |
| Dated:April 27, 2001 | + (Masles & Citaure (Seal) |
| Dated:April 27, 2001 | Seal) Borrower (Seal) |
| REQUEST FOR MOTICE OF | DEFAULT AND FORECLOSURE |
| | GAGES OR DEEDS OF TRUST |
| | d of trust or other encumbrance with a lien which has priority over this Security one of this Montgage, of any default under the superior encumbrance and of t |
| | (Seal) Audrey J. Strawn (Type or Print Name) |
| | i.1, 2001, before me, a Notary Public for the |
| | Audrey J. Strawn, husband and wife, amed in and who executed the foregoing instrument, and acknowledged that |



they

PAGE 5

Denise I. Peterson

(Type or Print Name)

voluntary act and deed.

executed the same as

EXHIBIT "A"



Commencing at the Southwest Corner of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Fourteen (14), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, thence North 350 feet, thence East approximately 1157 feet to the center of the public highway extending through said Northeast Quarter (1/4) of the Southwest Quarter (1/4), thence Southeasterly along the centerline of said public highway to the Southeast corner of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) thence West to the point of beginning.