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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

✓ UNION STATE BANK, P.O. BOX 110, 201 WEST COURT, WINTERSET, IA 50273, (515) 462-2161.
[Name, address and telephone number of preparer]

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 03-18-2002, together with all Riders to this document.

(B) "Borrower" is LEONARD H. HOLT AND DIXIE L. HOLT, HUSBAND AND WIFE AS JOINT DEBTORS.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is UNION STATE BANK. Lender is a CORPORATION organized and existing under the laws of THE STATE OF IOWA. Lender's address is P.O. BOX 110, 201 WEST COURT, WINTERSET, IA 50273. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated 03-18-2002. The Note states that Borrower owes Lender ONE HUNDRED NINETY THOUSAND AND NO/100 Dollars (U.S. \$ 190,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 04-01-2007.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.



IOWA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

which currently has the address of 2824 N. 8TH AVENUE
WINTERSET, Iowa 50273.....(Street)
[Street]
[Zip Code].....(Property Address):
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered
by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
warrant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower
grants and conveys the Property to the Trustee for the benefit of the beneficiaries of record. Borrower
records and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or
record.

TRANSAKCIJE O FRAUDI U THE PROFEKT
THIS SECURITY INSTRUMENT SECURES TO LENDER: (i) THE REPAYMENT OF THE LOAN, AND ALL RENEWALS, EXTENSIONS AND MODIFICATIONS OF THE NOTE; AND (ii) THE PERFORMANCE OF BORROWER'S COVENANTS AND AGREEMENTS UNDER THIS SECURITY INSTRUMENT AND THE NOTE.
FOR THIS PURPOSE, BORROWER IRREVOCABLY MORTGAGES, GRANTS AND CONVEYS TO LENDER, WITH POWER OF SALE, THE FOLLOWING
DESCRIBED PROPERTY LOCATED IN THE MADISON COUNTY RECORD DEPARTMENT.....
[Type of Recording Jurisdiction]
MADE ON COUNTY.....
[Name of Recording Jurisdiction]
SEE ATTACHED EXHIBIT "A".

requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property 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," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by

The restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration, the Lender may exercise his options to require payment of all expenses.

11. Assumption of Miscellaneous Proceedings; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

(b) Any such agreements will not affect the rights Borrower has--if any--with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were charged at the time of such cancellation or termination.

Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgagor's further expenses for a sum paid to the Insurer, the arrangement is often termed "capitive reinsurance".

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of the foregoing, may receive (directly or indirectly) amounts that derive from the characterization as) a portion of Borrower's payments that are made by Mortgagor to Lender under the mortgage insurance, or risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of insurer's risk, or risk, or reducing losses, it is such agreement that an affiliate of Lender takes a share of insurer's risk, or risk, or reducing losses.

Conditions that are satisfied to the mortgage insurer and the other party (or parties) to these agreements will result in the recovery of money loaned by the mortgage insurer under this, or reduce losses. These agreements may require the mortgagee to make payments using any source of funds that the mortgagor may have available (which may include funds obtained from Mortgage Insurance Premiums).

Mortgage Insurance premiums Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Non-refundable loss reserve, borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a
mortgage insurance, borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a
agreement between borrower and lender providing for such termination or nullification is required by applicable
law. Noting in this section 10 affects borrower's obligation to pay interest at the rate provided in the note.

requisites) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires payment of the premium(s) provided by an insurer selected by Lender to make separate mortgage payments toward the principal balance of the Note.

coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage ends for the period that Lender

Borrower was required to make separate payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate insurance selected by Lender. It substantially equates the two types of insurance coverage in that neither shall cause the monthly payment of the borrower to increase, but the monthly payment of the borrower will cause the monthly payment of the borrower to increase, if the two types of insurance are combined.

If such merger, upon notice from Lender to Borrower, requires payment by the lessee to the lessor, the lessee shall comply with all the provisions of the lease.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate from the date of disbursement and shall be payable, upon demand, to the Lender.

The Property includes, but is not limited to, emerging the Property to make repairs, change locks, replace or board up doors and windows, draw water from pipes, eliminate building or other code violations or dangerous conditions, and waive utilities until tenured on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so.

Security Instrument, including property and rights under this instrument, to pay or otherwise to provide for, under such terms and conditions as may be agreed upon by the parties hereto, the principal debt or debts, interest thereon, and all expenses of collection, including reasonable attorney's fees, incurred by the holder of this instrument in the collection of the same.

might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probable, for enforcement of a foreclosure or repossession, or (c) Borrower has abandoned the Property over this Security Instrument or to enforce laws relating to repossessions), or (e) Borrower has abandoned the Property prior to the date of maturity or to enforce laws relating to repossessions), or (f) Borrower has abandoned the Property, when Lender may do anything for which he or she sees fit to exercise his or her rights under this instrument or to protect his or her interest in the Property.

9. Protection of Lender's interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that concerns Borrower's occupancy of the Property as Borrower's principal residence, or (c) Borrower's occupancy of the Property terminates without the Lender's written consent, then the Lender may exercise its right to foreclose on the Property under this Security Instrument.

Lender may inspect the interior of the Property. Lender shall give Borrower notice at the time of our inspection to such an inferior inspection specifying such reasonable cause.

shall be responsible for repairing the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not liable for the difference.

of the unpaid balance of the Property, allow the Borrower shall maintain the Property in good condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair or restore the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of the Property by a power of sale under the terms of the Note, or if the Borrower fails to pay the amount due to the Lender, the Lender may apply such amounts to the principal balance of the Note.

days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days of the Note or this Security Instrument, whether or not then due.

period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

IOWA—Single Family—Family Mae/Freddie Mac UNIFORM INSTRUMENT

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the date required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument otherwise); (b) the action required to cure the breach; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the date the notice is given to Borrower, by which the default must be cured, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, shall result in the date specified in the notice being accelerated. The notice shall specify all sums secured by this Security Instrument and all sums secured by this Security Instrument prior to the date specified in the notice.

Lender further certifies that he has read the foregoing documents and agrees to the same.

Borrower shall not cause or permit the release of any Hazardous Substances, or thereon to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

By any government agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower remedies, or is notified by any government authority, or any private party, that any removal or other removal action of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for any remedial action of any Hazardous Substance affecting the Property.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such time Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party a reasonable period after giving such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provided for in this Section 20.

20. Sale of Note; Change of Lessor; Change of Mortgagor; Note in the Note together with this Security Instrument can be sold one or more times without prior notice to Borrower. A sale resulting in a change in the entity (known as the "Loan Servicer") that collects periodic payments under the Note, this Security Interest and this Security Instrument and performs other mortgage obligations under the Note, unless Security of the Note and this Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RFBPA requires in connection with the transfer of service. If the Note is sold and thereafter the Note is serviced by a new Loan Servicer, the new Loan Servicer or the purchaser of the Note will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RFBPA requires in connection with the transfer of service. If the Note is sold and thereafter the Note is serviced by a new Loan Servicer, the new Loan Servicer or the purchaser of the Note will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RFBPA requires in connection with the transfer of service.

the right to have enforcement of this Security Instrument at any time discontinued or terminated, Borrower shall have the right to require sale of the Property pursuant to any power of sale contained in this Security Instrument; (a) such other period as Applicable Law might specify for the termination of Borrower's right to remitate, or (c) entry of a judgment enjoining Borrower from further Securitization of the Property under this Security Instrument. Those conditions are if no acceleration had occurred; (b) causes any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, shall continue undamaged. Lender may require that Borrower's obligation to pay the sums secured by this Security Instrument, shall continue undamaged. Lender may require that Borrower pay such reasonable attorney fees, costs and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose depositors are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer. Upon receipt of payment, this instrument shall not apply in the case of acceleration as it no longer applies.

ii. Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" or a "Beneficial Interest in Borrower" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, title interest of which is held by Borrower at a future date to a purchaser.

As used in this section, "gender" shall mean and include corresponding neuter words of words of the female gender; (a) words of the masculine gender shall mean and include corresponding neuter words of words in the female gender; (b) words in the masculine gender shall mean and include corresponding neuter words of words in the female gender; and (c) the word "may" gives sole discretion without any obligation to take any action.

pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower relinquishes all right of dower and waives all right of homestead and distributive share in and to the Property. Borrower waives any right of exemption as to the Property.

25. 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 MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

Leonard H. Holt
LEONARD H. HOLT

3-18-02
[Date]

Dixie L. Holt
DIXIE L. HOLT

3/18/02
[Date]

26. Redemption Period. If the Property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the Property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this Section 26 shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

Purchase Money Mortgage. This is a purchase money mortgage as defined by Iowa law.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Leonard H. Holt (Seal)
LEONARD H. HOLT
-Borrower

Dixie L. Holt (Seal)
DIXIE L. HOLT
-Borrower

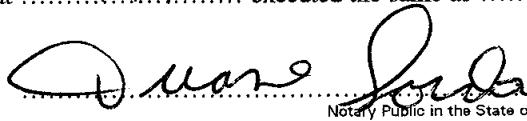
[Space Below This Line For Acknowledgment]

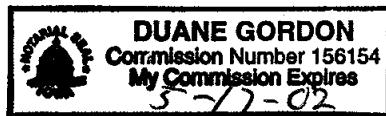
STATE OF IOWA
County of MADISON.....

ss:

On this 18TH day of MARCH, 2002 before me, a Notary Public in the State of Iowa, personally appeared LEONARD H. HOLT; DIXIE L. HOLT, HUSBAND AND WIFE AS JOINT DEBTORS , to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

My Commission Expires:


Notary Public in the State of Iowa



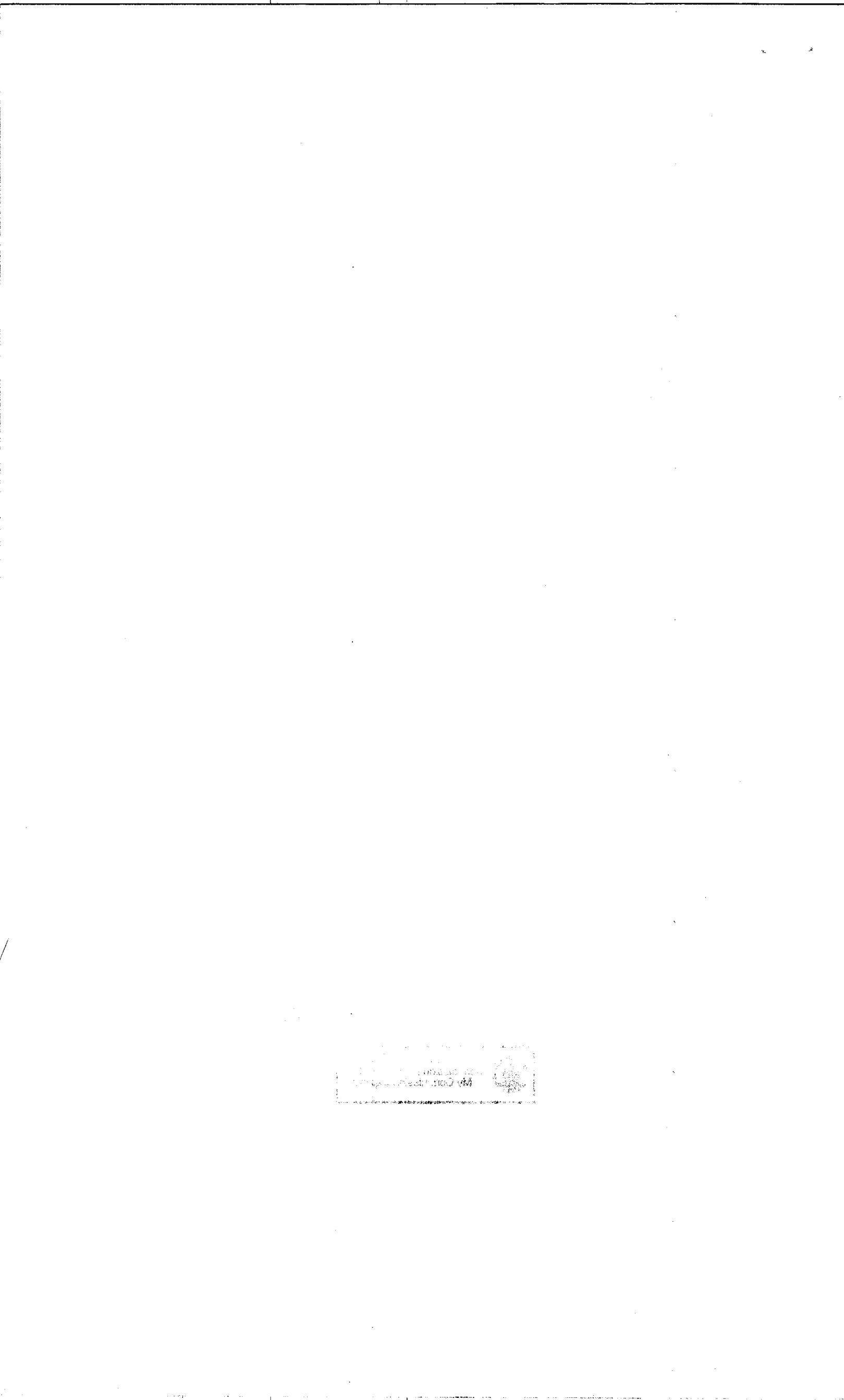


EXHIBIT "A" FOR A REAL ESTATE MORTGAGE DATED 3/18/02 BETWEEN UNION STATE BANK AND LEONARD H. AND DIXIE L. HOLT FOR THE FOLLOWING DESCRIBED REAL ESTATE:

A parcel of land in the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-four (24) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Southeast Corner of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-four (24) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence along the East line of said West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$), North $00^{\circ}09'17''$ East, 65.97 feet, thence North $90^{\circ}00'00''$ West, 40.00 feet to the point of beginning, thence continuing North $90^{\circ}00'00''$ West, 422.00 feet, thence North $00^{\circ}09'17''$ East, 20.55 feet, thence South $87^{\circ}12'41''$ East, 422.44 feet to the point of beginning, said parcel of land contains 0.100 Acres; AND a tract of land commencing at the Southeast corner of the West Three-fourths ($\frac{3}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-four (24) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence North 4 rods, thence West 28 rods, thence North 29 rods, thence West 22 rods, thence North 47 rods to the North line of the South Half ($\frac{1}{2}$) of said Southwest Quarter ($\frac{1}{4}$), thence West 70 rods to the Northwest corner thereof, thence South 26 rods to the South bank of Cedar Creek, thence following said South bank of said creek in a Southeasterly direction to a point on the South line of said Section which is 42 rods East of the Southwest corner thereof, thence East to the point of beginning, EXCEPT a parcel of land in the South Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-four (24) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Southeast Corner of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-four (24) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence along the East line of said West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$), North $00^{\circ}09'17''$ East 65.97 feet; thence North $90^{\circ}00'00''$ West 40.00 feet; thence North $87^{\circ}12'41''$ West 422.44 feet to the point of beginning. Thence North $00^{\circ}09'17''$ East 457.70 feet; thence North $90^{\circ}00'00''$ West 363.00 feet; thence South $88^{\circ}37'13''$ East 357.15 feet; thence South $00^{\circ}36'08''$ East 449.12 feet to the point of beginning, said excepted parcel containing 0.067 acres,





BALLOON RIDER
(CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this18TH..... day of ..MARCH, 2002....., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to ..UNION STATE BANK, P.O. BOX 110, 201 WEST.. COURT, WINTERSET, IA 50273..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at: ..2824 N 8TH AVENUE..... WINTERSET, IA 50273.....

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

At the Maturity Date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to extend the Note Maturity Date to 04-01-2007....., (the "Extended Maturity Date") and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Modification and Extension Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (a) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (b) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (c) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (d) the Modified Note Rate cannot be more than 5 percentage points above the Note Rate; and (e) I must make a written request to the Note Holder as provided in Section 5 below.

Form 3190 1/01



MULTISTATE BALLOON RIDER (MODIFICATION AND EXTENSION)—Single Family—Freddie Mac UNIFORM INSTRUMENT
Bankers Systems, Inc., St. Cloud, MN Form FHLMC-3190 9/1/2000
Ref: FHLMC-3290, FHLMC-3291

(page 1 of 3 pages)

LHD 200

Form 3190 1/01

Option, including but not limited to the cost of updating the title insurance policy.

and the costs associated with the exercise of the Conditional Modification and Extension and Note Maturity Date extension. I understand the Note Holder will charge me a \$250 processing fee sign any documents required to complete the required Note Rate modification and Note Rate, new monthly payment amount and a date, time and place at which I must appear to the Note Maturity Date the Note Holder will advise me of the new interest rate (the Modified Note Rate). Before calculating in Section 3 above, I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Note Maturity Date the Note Holder will advise 30 calendar days to receive the Note Holder's calculation in effect on the date and time of day notification is received by the Note Holder and as based upon the Federal Home Loan Mortgage Corporation's applicable published required net prior to the Note Maturity Date. The Note Holder will calculate the fixed Modified Note Rate notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days of Section 2 above, I may exercise the Conditional Modification and Extension Option by order to exercise the Conditional Modification and Extension Option. If I meet the conditions above are met, The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in exercise the Conditional Modification and Extension Option if the conditions in Section 2 expected to owe on the Note Maturity Date. The Note Holder also will advise me that I am advised to the Note Maturity Date, accrued but unpaid interest, and all other sums I am The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the Principal, accrued but unpaid interest, and all other sums I am

5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

The Note is fully paid.

this calculation will be the new amount of my principal and interest payment every month until remaining extended term at the Modified Note Rate in equal monthly payments. The result of assuming my monthly payments then are current, as required under Section 2 above), over the all other sums I will owe under the Note and Security instrument on the Note Maturity Date sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) satisfied, the Note Holder will determine the amount of the monthly payment that will be percentage points above the Note Rate and all other conditions required in Section 2 above are provided the Modified Note Rate as calculated in Section 3 above is not greater than 5

4. CALCULATING THE NEW PAYMENT AMOUNT

comparable information.

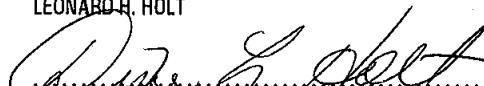
yield is not available, the Note Holder will determine the Modified Note Rate by using my election to exercise the Conditional Modification and Extension Option. If this required net be the applicable net yield in effect on the date and time of day that I notify the Note Holder of one-eighth of one percent (0.125%) (the "Modified Note Rate"). The required net yield shall mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%), the "Modified Note Rate". The required net yield shall

3. CALCULATING THE MODIFIED NOTE RATE

The Modified Note Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Rider.

 (Seal)
LEONARD H. HOLT
-Borrower

 (Seal)
DIXIE L. HOLT
-Borrower
[Sign Original Only]

