

REC \$ 15⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

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2003 MAY -9 PM 2: 55

COMPUTER	✓
RECORDED	✓
COMPARED	✓

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Do not write/type above this line. For filing purposes only.

FORM 5014 (6-2001)

RETURN TO Farm Credit Services of America, P.O. Box 520
PREPARER: Perry, IA 50220-0520

Deanna Edwards
(515)465-5318

Farm Credit Services of America
REAL ESTATE MORTGAGE


For the State of Iowa
Open-End To Secure Present and Future Obligations and Advances

HOMESTEAD EXEMPTION WAIVER

I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this mortgage, I voluntarily give up my right to this protection for this property with respect to claims based on this mortgage.

Date

Steve Radakovich 5-9-03

Date

Penny Radakovich 5-9-03

Date: May 09, 2003

Mortgagor(s):

Steve Radakovich and Penny Radakovich, husband and wife

Mailing Address: 1725 120th
Earlham IA 50072-8621

The above named Mortgagor(s) in consideration of the advance by Mortgagee of the principal sum specified below, the receipt of which is hereby acknowledged, and any future, additional or protective advances made at Mortgagee's option, hereby sell, convey, and mortgage to Farm Credit Services of America, FLCA, 5015 S 118th St; PO Box 2409, Omaha, NE 68103-2409, Mortgagee, its successors and assigns, from the date hereof until all obligations secured hereby are paid in full, the following-described real estate in Madison County(ies), Iowa, to wit:

See attached Exhibit "A"

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

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

<u>Date of Note</u>	<u>Principal Amount</u>
05/09/2003	192,500.00

***NOTICE: This mortgage secures credit in the amount of \$ 192,500.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.**

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

This mortgage will be due March 01, 2013.

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

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

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

EXHIBIT "A"

The Southeast Quarter (1/4) of the Southeast Quarter (1/4) and the Northeast Quarter (1/4) of the Southwest Quarter (1/4) except the East 100 feet of the North 66 feet thereof, and the West Half (1/2) of the Southeast Quarter (1/4) except the North 66 feet thereof, of Section Twenty-one (21), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except a parcel of land beginning at the Southeast Corner of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence West to the middle of the river known as Tom Creek, thence Northeasterly along the meanderings of said river to the East line of the Southeast Quarter (1/4) of the Southeast Quarter (1/4), thence South to the point of beginning all being approximately 12.5 acres more or less,

The Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-one (21), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except all that part of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-one (21) Township Seventy-seven (77) North, Range Twenty-eight (28) West, Madison County, Iowa, lying northeasterly of a line drawn One Hundred (100) feet southwesterly from and parallel with the located main track center line of the CRI&P R.R. Co.'s Earlham to Winterset line as now staked and located on over and across said above described land, said main track centerline being more particularly described as beginning at a point in the north line of said quarter quarter, 196.7 feet west of the northeast corner thereof, thence southeasterly 297.7 feet to a point in the east line of said quarter quarter 224.0 feet south of the northeast corner thereof containing 1.41 acres more or less; and except commencing at the East Quarter (1/4) Corner of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-eight (28) West, thence S 00° 00' 121.25 feet, thence N 41° 17' W. 462.77 feet, thence N 65° 53.5' W. 181.84 feet, thence S 89° 30' W. 848.45 feet to the west line of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-eight (28), thence N 0° 00' 80.0 feet to the Quarter (1/4) section line, thence N 89° 30' E. 984.4 feet to the railroad right of way line, thence S. 41° 17' E. 508.3 feet along said right of way line to the point of beginning. Said parcel contains 2.8452 acres including 0.0833 acres of present County Road right of way and is situated in the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa ,