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BOOK 2003 PAGE 3511

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MICKI UTSLER  
RECODER  
MADISON COUNTY, IOWA

✓ STEVEN WARRINGTON 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 06-12-2003....., together with all Riders to this document.

(B) "Borrower" is ..MICHAEL JOSEPH HOLTRY, JR., A SINGLE PERSON AND MISTY JUNE HOLTRY, A SINGLE PERSON.....

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 06-12-2003..... The Note states that Borrower owes Lender SIXTY SIX THOUSAND THREE HUNDRED FIFTY EIGHT AND 38/100..... Dollars (U.S. \$ 66,358.38.....) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 06-30-2033.....

(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 checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider        |
| <input 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.

Form 3016 1/01

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

Bankers Systems, Inc., St. Cloud, MN Form MD-1-IA 8/17/2000

ref: 1/2001

(page 1 of 7 pages)

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

THIS SECURITY INSTRUMENT combines uniform covenants for the mutual use and non-uniform covenants with limited variances by jurisdiction to constitute a uniform security instrument covering real property.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and 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."

PERU ..... [City] ..... Iowa 50222 ..... [Zip Code] ..... ("Property Address":

which currently has the address of 3911 WILSHIRE AVENUE INGLEWOOD

THE FOLLOWING DESCRIBED TRACT OF LAND, TO-WIT: COMMENCING AT A POINT 7 RDOS NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (9 1/4) OF THE SOUTHEAST QUARTER (1 1/4) OF SECTION EIGHTEEN (18), IN TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH PM., MADISON COUNTY, IOWA, AND RUNNING THENCE WEST 14 RDOS, THENCE NORTH 33 RDOS, THENCE WEST 12 RDOS, THENCE NORTH 40 RDOS TO THE NORTHLINE OF SAID 40-ACRE TRACT, THENCE EAST 26 RDOS TO THE NORTHEAST CORNER THEREOF, THENCE SOUTH TO THE PLACE OF BEGINNING

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if shall be paid to Lender.

11. Assignment of Miscellaneous Proceeds; Mortgagor. All Miscellaneous Proceeds are hereby assigned to and shall be paid at the time of such cancellation or termination.

Insurance coverage under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain discounts, 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 Premiums that were received before the time of such cancellation or termination.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance, and they will not entitle Borrower to any refund.

(a) Any such agreements that Borrower has agreed to pay for Mortgage Insurance, any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for

Insurance, or any other term of the Note, another insurer, any reinsurance provider, any other entity, or any affiliate of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be charged for a share of the premiums paid to the insurer, the arrangement is often referred to as a "captive insurance" arrangement).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurance provider, may available (which may include funds obtained from Mortgage Insurance premiums).

Agreements that are satisfactory to the mortgage insurer to make payments using any source of funds that the mortgagee may require the other party (or parties) to these agreements are on terms and conditions that allow parties that share of modify their risk, or reduce losses. These agreements are entered into force from time to time, and may enter into

Mortgage Insurance that loan risk on all such loans that the Mortgage Insurance.

Borrower does not repay the Loan as agreed, Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if

Law. Noting in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

agreement between Borrower and Lender providing for such termination or until termination is required by Applicable non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written

Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a

of making the Loan and Borrower was required to make separate payments toward the premiums for designation of premiums toward Mortgage Insurance. If Lender takes a condition

provided by an insurer selected by Lender becomes available, is obtained, and Lender requires separately

longer loss reserve payments to pay Borrower any interest or earnings on such loss reserve. Lender can no

paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no

of Mortgage Insurance ceases to be non-refundable, notwithstanding the fact that the Loan is ultimately covered to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu

shall continue to pay to Lender the amount of the separate designated payments that were due when the insurance

provided by an insurer selected by Lender. If substantially equivalent coverage is not available, Borrower

at a cost substantially equivalent to the cost to Borrower of obtaining Mortgage Insurance previously in effect, from an alternate

shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance in effect,

Borrower was required to make separate payments toward the premiums provided by Mortgage Insurance and coverage ceases to be available from the mortgagee insurance in effect. If, for any reason, the Mortgage Insurance

shall pay the premiums required to maintain the Mortgage Insurance in effect. It, for any reason, the Mortgage Insurance

merger in writing.

Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the

II this Security Instrument is on a leasehold, Borrower shall bear interest at the rate of disbursement and shall be payable, Secured amount, upon notice from Lender to Borrower requesting payment.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this

authorized under this Section 9.

Under any duty or obligation to do so, it is agreed that Lender incurs no liability for not taking any or all actions

utilties turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not

and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have

the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors

Property under this Section 9, Lender's reasonable efforts in a bankruptcy proceeding. Security over this

Property, Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority

over this Security Instrument, including payment in court; and (c) paying reasonable attorney fees to protect its interest in the

Security Instrument, including payment in court, and (d) paying any sums secured by a lien which has priority

over this Security Instrument or to enforce laws or regulations, or (e) paying reasonable attorney fees to protect its interest in the

Property, Lender's reasonable efforts in a bankruptcy proceeding, for condemnation of a portion of a lien which may

fails to perform the obligations contained in this Security Instrument, (b) there is a legal proceeding that

fails to stipulate affect Lender's interest in this Security Instrument, (c) there is a legal proceeding that

fails to perform the obligations contained in this Security Instrument, (d) Borrower shall give Borrower notice at the time of or

Lender may inspect the interior of the improvements on the Property. If it has reasonable cause,

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower

prior to such an inspection specifying such reasonable cause.

Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or

Lender or its agents make reasonable entries upon and inspectors of the Property. If it has reasonable cause,

relieved of Borrower's obligation for the completion of such repair or restoration.

completing the improvements or general representations made to Lender (or failed to provide Lender with material

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information in connection with the Loan. Material representations to Lender (or failed to provide Lender with material

false, misleading, or inaccurate information or statements to Lender (unless Lender gave material

or any persons calling at the direction of Borrower or with Borrower's knowledge or consent gave material

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false, misleading, or inaccurate information or statements to Lender (unless Lender gave material

or any persons calling at the direction of Borrower or with Borrower's knowledge or consent gave material

information in connection with the Loan. Material

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 Mac/Fredie Mac UNIFORM INSTRUMENT

22. Acceleration; Remedies. Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

breach of any covenant or agreement in this Security Instrument prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the date the default is given to cure the default; (c) a date, not less than 30 days from the date the default is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, forclosure by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to remit late after acceleration and the right to proceed by non-existence of a default or any other defense of Borrower to acceleration and the right to foreclose. If the default is not cured on or before the date specified in the notice, Lender at its option may repossess. In the event of a repossession, Lender shall be entitled to collect all expenses incurred in foreclosing this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose.

Clean up. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or thereafter to release any Hazardous Substances, on or in the Property, 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).

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 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 hereto a reasonable period after the giving of 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 and opportunity to cure shall be 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 provisions of this Section 20.

20. Sale of Note; Change of Lessor; Notice of Breach; The Note or a partial interest in the Note together with this Security Instrument can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and 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 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 RPSA requires in the new Loan Servicer, the address to which payments should be made and any other information RPSA requires in connection with a transfer of servicing. If the Note is sold and thereafter the Note is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan obligatons to Borrower will remain with the Loan Servicer than the purchaser of the Note, the mortgage loan obligations to Borrower will remain with the Loan Servicer unless otherwise provided by the Note purchaser.

**19. Borrower's Right to Remitiate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have emitterity instrument discontinued at any time prior to the earliest of: (a) five days before issue sale of the property pursuant to any power of attorney contained in this Securities Act; (b) such other period as applicable Law might specify for the termination of Borrower's right to remitiate; or (c) entry of a judgment entitling this Securitity instrument. Those conditions are: (a) pays Lender all sums which then would be due under this Securitity instrument and the Note as if no acceleration had occurred; (b) cures any other coverments of agreements; (c) pays all expenses incurred in enforcing this Securitity instrument, including, but not limited to, reasonable attorney's 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 Securitity instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Securitity instrument, and Borrower's obligations to pay the sums secured by this Securitity instrument, shall continue unchanged. Lender may require that Borrower pay such remittances in one of more of the following forms, as selected by Lender: (a) money order; (b) cashier's check, bank check, or cashier's check provided any such check is drawn upon an institution whose depositors are insured by a Federal agency; (c) instrumentality or entity; or (d) Electronic Funds Transfer. Upon remittance by Borrower, this Securitity instrument and obligations incurred hereby shall remain fully effective as if no acceleration had occurred. However, this right to remitiate shall not apply in the case of acceleration under Section 18.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not 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.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.  
18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" 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, the intent of which is the transfer of the beneficial interest in the Property.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; 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.

*Michael Joseph Holtry Jr* .....  
MICHAEL JOSEPH HOLTRY, JR., A SINGLE PERSON .....  
[Date] 6-12-03

*Misty June Holtry* .....  
MISTY JUNE HOLTRY, A SINGLE PERSON .....  
[Date] 6-12-03

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.

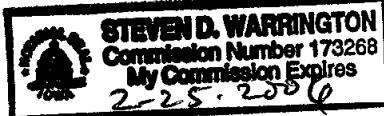
*Michael Joseph Holtry Jr* ..... (Seal)  
MICHAEL JOSEPH HOLTRY, JR., A SINGLE PERSON ..... -Borrower  
*Misty June Holtry* ..... (Seal)  
MISTY JUNE HOLTRY, A SINGLE PERSON ..... -Borrower

[Space Below This Line For Acknowledgment]

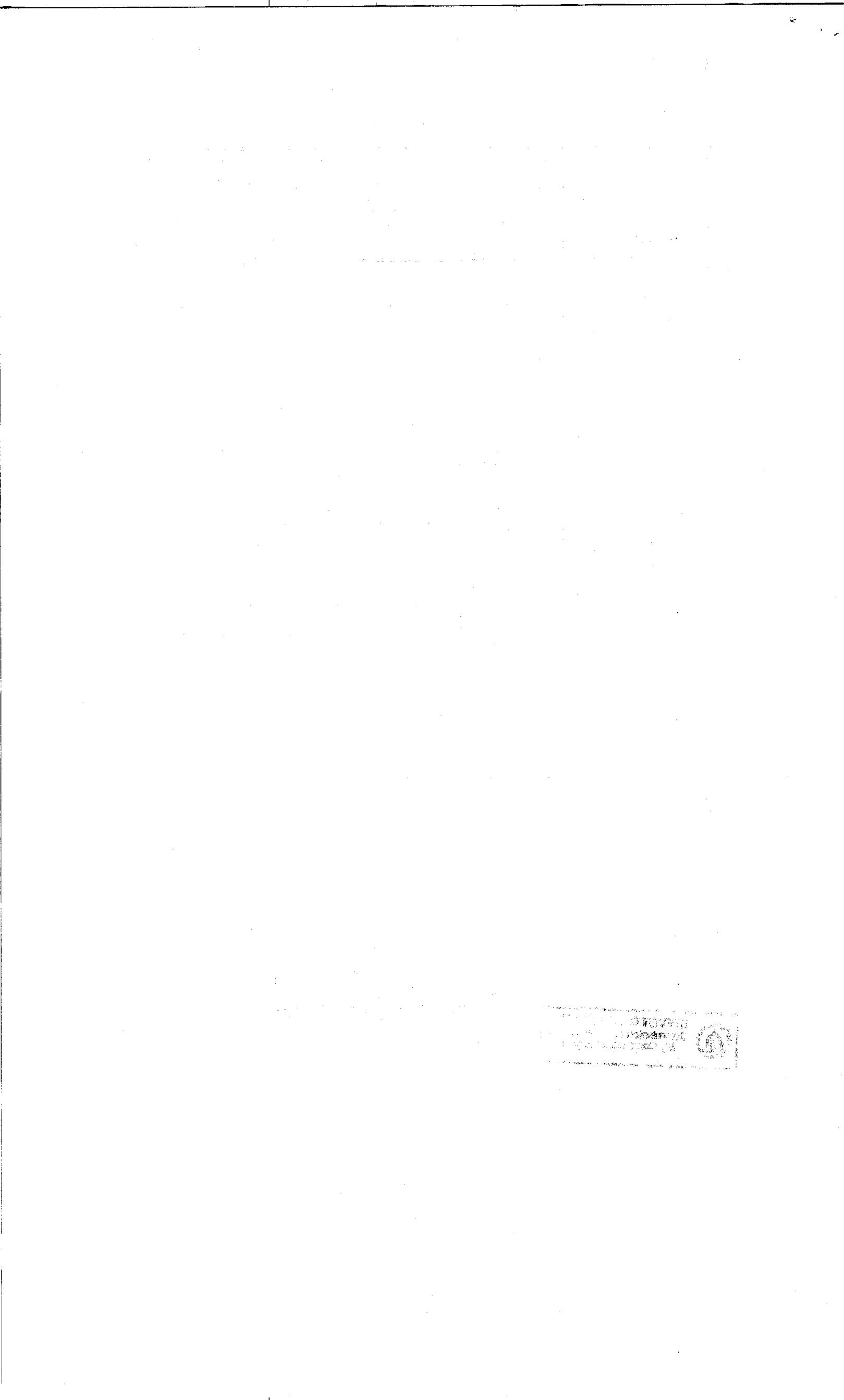
STATE OF IOWA  
County of MADISON.....  
ss:

On this 12TH day of JUNE, 2003, before me, a Notary Public in the State of Iowa, personally appeared MICHAEL JOSEPH HOLTRY, JR., A SINGLE PERSON; MISTY JUNE HOLTRY, A SINGLE PERSON, 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:



*Steven D. Warrington*  
Notary Public in the State of Iowa



## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this .....12TH..... day of ..JUNE, 2003.....  
..... and is incorporated into and shall be deemed to amend and supplement the  
Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by  
the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to .....  
UNION STATE BANK, P.O. BOX 110, 201 WEST COURT, WINTERSSET, IA 50273.....  
..... (the "Lender")  
of the same date and covering the property described in the Security Instrument and located at:  
3091 MILLSTREAM AVENUE, PERU, IA 50222.....  
[Property Address]

**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH  
CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE  
INTEREST RATE. INCREASES IN THE INTEREST RATE WILL  
RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST  
RATE WILL RESULT IN LOWER PAYMENTS.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the  
Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND PERIODIC PAYMENT CHANGES**

The Note provides for an initial interest rate of .....6.500.. %. The Note provides  
for changes in the interest rate and the payments, as follows:

**3. PAYMENTS**

**(A) Periodic Payments**

- I will pay principal and interest by making periodic payments when scheduled: (mark one):  
 I will make my periodic payments on the first day of each month beginning on .....  
  
 I will make my periodic payments as follows: 360 MONTHLY PAYMENTS OF \$420.62 BEGINNING 07-30-  
2003. THIS IS A VARIABLE RATE LOAN AND THE PAYMENT AMOUNTS MAY CHANGE AFTER THE 36TH PAYMENT AND EVERY 36TH  
PAYMENT THEREAFTER.

**MULTISTATE ADJUSTABLE RATE RIDER**  
Bankers Systems, Inc., St. Cloud, MN Form ARLR 8/24/2000  
ref: ADJ-NOTE

(page 1 of 3 pages)

*MTH/MSA*

Upon comparable information, The Note Holder will give me notice of this choice.  
If the Index is no longer available, the Note Holder will choose a new index which is based  
before each Change Date is called the "Current Index".

The most recent Index figure available as of the date  45 days

THE WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF THREE YEARS.

is:  
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index"

(B) The Index  
and on every 36TH PAYMENT..... thereafter.

The interest rate I will pay may change 06-30-2006  
and on that day every ..... month thereafter.

The interest rate I will pay may change on the first day of ..... thereafter.

Each date on which my interest rate could change is called a "Change Date." (Mark one)

#### 4. INTEREST RATE AND PERIODIC PAYMENT CHANGES

Changes in my periodic payments in my principal of my loan and in  
the interest rate that I must pay. The Note Holder will determine my new interest rate and the  
changes amount of my periodic payment in accordance with Section 4 of the Note.

(D) Periodic Payments  
This amount may change.

Each of my initial periodic payments will be in the amount of U.S. \$ 429.62 .....

(C) Amount of My Initial Periodic Payments  
I will make my periodic payments at P.O. BOX 110, WINTERFEST, IA 50273.....  
amounts in full on that date, which is called the "Maturity Date".

My periodic payments will be applied to interest before Principal. It, on .06-30-2033.....  
any other charges described in the Note.

I will make these payments as scheduled until I have paid all of the principal and interest and

(B) Maturity Date and Place of Payments  
the Balloon Payment amount and the date that it is due.

or mail to me notice prior to maturity that the Balloon Payment is due. This notice will state

\$ ..... on ..... The Note Holder will deliver

In addition to the payments described above, I will pay a "Balloon Payment" of

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by ADDING THREE & ONE HALF.....

percentage points ( .....3.500 %) to the Current Index. The result of this calculation:

- will not be rounded off.  
 will be rounded off by the Note Holder to the nearest .....0.010 %.  
 will be rounded off by the Note Holder up to the nearest ..... %.  
 will be rounded off by the Note Holder down to the nearest ..... %.

Subject to the limitations stated in Section 4(D) below, this amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the periodic payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my periodic payment.

**(D) Limits on Interest Rate Changes**

- My interest rate will never be increased or decreased on any single Change Date by more than TWO..... percentage points from the rate of interest I have been paying for the preceding period.  
 My interest rate will never be greater than .....12.500 % or less than .....6.000 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new periodic payment beginning on the first periodic payment date after the Change Date until the amount of my periodic payment changes again.

**(F) Notice of Changes**

At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my periodic payment. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. FUNDS FOR TAXES AND INSURANCE**

Uniform Covenant 3 of the Security Instrument is waived by the Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

*michael Joseph Holtry Jr.*.....

(Seal)

-Borrower

MICHAEL JOSEPH HOLTRY, JR., A SINGLE PERSON

*Misty June Holtry*.....

(Seal)

-Borrower

MISTY JUNE HOLTRY, A SINGLE PERSON

