

2. To pay the indebtedness as in the said promissory note provided.
3. To pay, prior to the time that a penalty attaches thereto for non-payment, all taxes and assessments, general or special heretofore or hereafter levied upon, or charged to, the said Property.
4. To immediately pay off, discharge and cause to be released of record, any and all liens, liabilities, obligations and encumbrances of every nature which are now, or may be or become, a lien on the said Property prior or superior to the lien of this deed of trust, with the sole exception of any lien or encumbrance to which this deed of trust is expressly made subject to.
5. To keep all buildings, if any, upon the said Property insured against loss or damage by fire, windstorm and such other causes as may be required by the Beneficiary, to the insurable value thereof or to the amount of the outstanding balance of the said indebtedness, whichever is less, and in insurance companies acceptable to the Beneficiary, and to assign and deliver to the Beneficiary all policies of insurance and the renewals thereof, with standard mortgage clauses attached showing Beneficiary as mortgagee thereon. If Beneficiary is not furnished with a true copy of such policies of insurance showing that such insurance coverage is currently in effect then Beneficiary shall be entitled to conclude that the Borrower has failed to provide such insurance coverage. In the event any sums become due and payable under such policies of insurance then it is understood and agreed that the Beneficiary may, at its option, apply the proceeds of such policies of insurance either to the unpaid balance of the indebtedness secured hereby or to the cost of repairing the damage which gave rise to the issuance of such proceeds, and the Borrower hereby irrevocably authorizes Beneficiary to execute and endorse, in the name of Borrower, any claim forms, proof of loss and payment check or draft in connection with any such policies of insurance.
6. That Borrower will neither commit nor permit waste or trespass on or to the said Property; and that Borrower will cause all needful repairs on any buildings, fences and other improvements situated on the said Property to be promptly made and paid for, and that Borrower will maintain the buildings and improvements, if any, on the said Property in good repair.
7. That if any action or proceeding shall be instituted against Borrower or Beneficiary in which the validity or priority of the lien of this deed of trust is questioned, then Beneficiary is hereby authorized to take such action as Beneficiary may deem necessary or proper for protection of Beneficiary's interest (but Beneficiary is not required hereby to take any such action) and Borrower shall, immediately on demand, reimburse Beneficiary for all reasonable expenses (including attorney fees, court costs and other legal expenses) incurred by Beneficiary in connection with the foregoing.
8. That if Borrower should fail or refuse to take any of the action, or make any of the payments, required by the terms of the preceding Paragraphs #3, #4, #5, #6 or #7, then Beneficiary may, but is not obligated to, pay any sums reasonably required to take the action, or make the payments, required by the terms of those Paragraphs, and in that event all amounts so paid by Beneficiary shall bear interest (beginning on the date of payment thereof by Beneficiary) at the rate specified in the said promissory note, and shall be due and payable to Beneficiary immediately upon demand, and shall be considered a portion of the indebtedness secured by this Deed of Trust.
9. To pay the Beneficiary, upon request by Beneficiary, at the same time as but in addition to the payments required by the said promissory note, a sum equal to one-twelfth of the amount estimated to be required to pay the next annual hazard insurance premium and the taxes and assessments next due, which sums shall be kept by Beneficiary in escrow and used by Beneficiary to pay such insurance premium and taxes and assessments, all at the option of Beneficiary. The Beneficiary shall not be obligated to pay any interest to Borrower on all sums paid to Beneficiary pursuant to this paragraph. In the event of default by Borrower in the performance required by the terms of the said promissory note or by the terms of this deed of trust, the Beneficiary may, at its option and upon written notice to Borrower, apply any or all of the sums held in escrow to cure, in whole or in part, any default existing on the part of Borrower. In the event of payment in full of all indebtedness secured hereby, the Beneficiary shall promptly refund to Borrower any balance which is then held in escrow hereunder. In the event of a conveyance or transfer by Borrower of fee title to the said Property, subject to the lien of this deed of trust, it will be conclusively presumed (unless Borrower gives written notice to the contrary to Beneficiary within five days after the date of execution of any such conveyance or transfer) that Borrower has assigned unto the new fee owners of the said Property all of Borrower's right, title and interest in any sums held in escrow hereunder.
10. That if default is made in the payment of said note and indebtedness, or any interest due thereon when

the same shall become due, then without any notice whatsoever to the Borrower, the Beneficiary may, at its election, declare the whole debt due and payable immediately; or if, after ten days written notice to Borrower, default continues in the performance of any of the other covenants and agreements herein required to be performed by Borrower, the Beneficiary may, at its election, declare the whole debt due and payable immediately; and upon the failure of Borrower to immediately pay the whole debt the Beneficiary shall have the right to immediate foreclosure of this deed of trust, either by reason of the powers herein granted or by action in any court having jurisdiction thereof.

11. That Beneficiary shall be entitled to collect and apply toward the unpaid balance of the indebtedness secured hereby all sums awarded as the value of any portion of the said Property taken by the exercise of the power of eminent domain.

12. That if, from inspection thereof, it should appear that Borrower has abandoned the said Property then Beneficiary may, at its option, take possession thereof (whether or not any default exists in the performance required of Borrower hereunder) and take such action as may appear reasonably helpful to protect the said Property from damage (but Beneficiary shall not be liable for any damages to the said Property which nonetheless occur), and any sums expended by Beneficiary for that purpose shall become a portion of the indebtedness secured hereby, shall be immediately due and payable and shall bear interest at the rate specified in the said promissory note.

13. That Beneficiary's failure or delay in exercising any of the rights herein granted shall not amount to a waiver of such rights with respect to a current or subsequent default by Borrower.

14. That Borrower shall at all times furnish in writing to Beneficiary the correct current mailing address for Borrower and all notices which are desired or required to be given by Beneficiary to Borrower shall be considered to have been sent to the correct address if the same are sent to the last address so furnished to Borrower; provided, however, that if Borrower should fail to provide such address to Beneficiary then Beneficiary may, at its option, send any such notice to the address of the real estate herein described.

15. That if this Deed of Trust is expressly made subject to any lien or encumbrance then a default in the performance required by the provisions of that lien or encumbrance shall, at the option of Beneficiary, be considered a default in the performance required by this Deed of Trust.

16. That wherever there is a reference in this document to any of the parties hereto, the same shall be construed to mean as well the heirs, personal representatives, successors and assigns of the same, whether voluntary by act of the parties or involuntary by operation of law; provided, however, that, with reference to any party hereto, the singular shall include the plural, and the masculine, feminine and neuter gender shall also include each other gender.

NOW THEREFORE, if the Borrower shall well and truly pay, or cause to be paid, unto the Beneficiary, the note above mentioned, according to the tenor thereof, and shall well and truly keep and perform all, singular and several, the covenants and agreements hereinbefore set out, then this trust shall cease and be void, and the property hereby conveyed shall be released at the cost of the Borrower; but if default be made in the payment of said note as herein provided for, or in the fulfillment of the several covenants and agreements herein set forth, or any of them, then this deed shall remain in full force and effect, and said Trustee or his successors as hereinafter provided, at the request of the Beneficiary, shall proceed to sell the property herein conveyed, or any part thereof, at the FRONT door of the County Court House in the City of WINTERSET, MADISON County, Missouri, to the highest bidder for cash, first giving at least twenty days' public notice of the time, terms and place of sale and of the property to be sold, by advertisement as may then be required by law, and upon such sale, shall execute a deed to the property so sold to the purchaser thereof, and shall receive the proceeds of such sale, out of which the Trustee shall pay, first, the costs and expenses of executing this trust, including statutory compensation for said trustee and further including a fee equal to the greater of 10% of the sale price or \$250.00 for the attorney(s) for the Trustee (without regard to the fact that the trustee may also be serving as attorney, but if the Trustee is also serving as attorney then he shall be paid only the greater of the statutory compensation for trustee or the attorney's fee herein provided) and, second, to the Beneficiary for the amount unpaid on said note, including all advancement as herein provided, together with interest accrued thereon; and third, to the holder (as shown by the public records of the county in which the above real estate is located) of any junior lien on the said real estate, the amount unpaid on the debt secured by that junior lien (and for this purpose the trustee shall be entitled to rely upon the accuracy of the information contained in a statement signed by the

The South One-fourth (1/4) of the Northwest Quarter (1/4) of Section Twenty-six (26) in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

The North Half (1/2) of the North Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-six (26) in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

The East Half (1/2) of the Southwest Quarter (1/4) AND the East Half (1/2) of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) AND the East Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Twenty-six (26) in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa



The West Half (1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-five (25) and the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26), in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

The South Half (1/2) of the Northeast Quarter (1/4) and the North Half (N 1/2) of the Southeast Quarter (1/4) and the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26) in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa