

RECORD AND RETURN TO:  
PNC MORTGAGE CORP. OF AMERICA  
333 E. BUTTERFIELD ROAD  
SUITE 400  
LOMBARD, IL 60148

COMPUTER   
RECORDED   
COMPARED

FILED NO. 207

BOOK 200 PAGE 413

98 JUL 13 PM 12: 25

REC \$ 45 <sup>00</sup>  
AUD \$ 12  
R.M.F. \$ 12

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

PREPARED BY:  
JEAN TOLLIVER  
LOMBARD, IL 60148

[Space Above This Line For Recording Data]

## MORTGAGE

LENDER'S # 09-28-26675

THIS MORTGAGE ("Security Instrument") is given on JULY 13, 1998 The mortgagor is  
MARK S. GRELL & LISA R. GRELL

("Borrower"). This Security Instrument is given to PNC MORTGAGE CORP. OF AMERICA, AN OHIO CORPORATION

which is organized and existing under the laws of THE STATE OF OHIO , and whose  
address is 75 NORTH FAIRWAY DRIVE, VERNON HILLS, ILLINOIS 60061  
("Lender"). Borrower owes Lender the principal sum of  
EIGHTY-NINE THOUSAND DOLLARS AND ZERO CENTS-----

Dollars (U.S. \$89,000.00-----). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
AUGUST 1, 2028 . This Security Instrument secures to Lender: (a) the repayment of the debt  
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all  
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c)  
the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this  
purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in  
MADISON County, Iowa:

"SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

which has the address of 2348 ST. CHARLES ROAD, WINTERSET  
Iowa 50273 ("Property Address");  
[Zip Code]

[Street, City],

IOWA-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP-6R(Ia)(e105) VMP MORTGAGE FORMS \* (313)293-8100 \* (800)521-7291 XC1843DAAA .03

Form 3016 9/90  
Amended 5/91  
Initials: ML  
SL

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 seised of the estate hereby conveyed and has the right to mortgage, 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.

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

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.



at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument 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 under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

*[Signature]*  
Form 3016 9/90

XCS43DAB .03

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MD - 6R(1A) (910b)

16. Borrower's Copy. Borrower shall be given one conforming copy of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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. If Borrower fails to pay the sums within which Borrower must pay all sums secured by this Security Instrument, it is delivered or mailed 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument at any time prior to the earlier of (a) 5 days (or such other period as applicable) after sale of this Security Instrument to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument to any power of sale contained in this Security Instrument, or (c) 5 days (or such other period as applicable) after sale of this Security Instrument to any power of sale contained in this Security Instrument, or (d) entry of a judgment enforcing this Security Instrument to any power of sale contained in this Security Instrument, or (e) 5 days (or such other period as applicable) after sale of this Security Instrument to any power of sale contained in this Security Instrument, or (f) entry of a judgment enforcing this Security Instrument to any power of sale contained in this Security Instrument, or (g) 5 days (or such other period as applicable) after sale of this Security Instrument to any power of sale contained in this Security Instrument, or (h) entry of a judgment enforcing this Security Instrument to any power of sale contained in this Security Instrument, or (i) 5 days (or such other period as applicable) after sale of this Security Instrument to any power of sale contained in this Security Instrument, or (j) entry of a judgment enforcing this Security Instrument to any power of sale contained in this Security Instrument, or (k) 5 days (or such other period as applicable) after sale of this Security Instrument to any power of sale contained in this Security Instrument, or (l) entry of a judgment enforcing this Security Instrument to any power of sale contained in this Security Instrument, or (m) 5 days (or such other period as applicable) after sale of this Security Instrument to any power of sale contained in this Security Instrument, or (n) entry of a judgment enforcing this Security Instrument to any power of sale contained in this Security Instrument, or (o) 5 days (or such other period as applicable) after sale of this Security Instrument to any power of sale contained in this Security Instrument, or (p) entry of a judgment enforcing this Security Instrument to any power of sale contained in this Security Instrument, or (q) 5 days (or such other period as applicable) after sale of this Security Instrument to any power of sale contained in this Security Instrument, or (r) entry of a judgment enforcing this Security Instrument to any power of sale contained in this Security Instrument, or (s) 5 days (or such other period as applicable) after sale of this Security Instrument to any power of sale contained in this Security Instrument, or (t) entry of a judgment enforcing this Security Instrument to any power of sale contained in this Security Instrument, or (u) 5 days (or such other period as applicable) after sale of this Security Instrument to any power of sale contained in this Security Instrument, or (v) entry of a judgment enforcing this Security Instrument to any power of sale contained in this Security Instrument, or (w) 5 days (or such other period as applicable) after sale of this Security Instrument to any power of sale contained in this Security Instrument, or (x) entry of a judgment enforcing this Security Instrument to any power of sale contained in this Security Instrument, or (y) 5 days (or such other period as applicable) after sale of this Security Instrument to any power of sale contained in this Security Instrument, or (z) entry of a judgment enforcing this Security Instrument to any power of sale contained in this Security Instrument.

19. Sale of Note; Change of Loan Service. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the Note (known as the "Loan Servicer"), that collects monthly payments due under the Note and this Security Instrument (known as the "Original Servicer") will be given written notice of the change in the Note and this Security Instrument or of any other changes of the Note and this Security Instrument. The Note and this Security Instrument will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting any government agency or private party involving the Property and any Hazardous Substance or any government agency or private party involving the Property or removal of any Hazardous Substance. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the Property and any Hazardous Substance. Borrower shall take all necessary remedial actions in accordance with Environmental Law.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement to Borrower prior to acceleration following acceleration of any provision in this Security Instrument. Lender further covenants to cure or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument, notwithstanding any notice of default or deficiency given to Borrower or any other deferee of Borrower to accelerate or proceed on or before the date specified in the notice, Lender shall release this Security Instrument without charge to Borrower.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

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

**24. 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 paragraph 24 shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

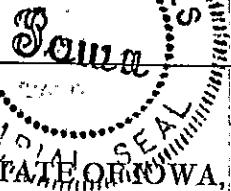
**25. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument; [Check applicable box(es)]

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.  
Witnesses:

  
MARK S. GRELL (Seal)  
-Borrower

  
LISA R. GRELL (Seal)  
-Borrower

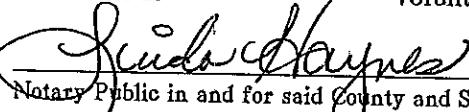
  
(Seal)  
-Borrower (Seal)  
-Borrower

County ss:

On this 13<sup>th</sup> day of July, 1998, before me, a Notary Public in the State of Iowa,  
personally appeared Mark S. Grell & Lisa R. Grell

to me personally known to be the person(s) named in and who executed the foregoing  
instrument, and acknowledged that  
executed the same as voluntary act and deed.

My Commission Expires:

  
Notary Public in and for said County and State



Page 1 of 2  
 Initialed: *JW*  
 VMP MORTGAGE FORMS - (800) 621-7291

Form 3890 9/90

LENDER'S #: 09-28-26675

VMP®-365U (8606)

XCP003DA4 (M) 01/86

MULTISTATE SECOND HOME RIDER - Single Family - Freddie Mac UNIFORM INSTRUMENT

Instrument or Lender's security interest. Borrower may cure such a  
 or otherwise materially impair the lien created by this Security  
 in Lender's good faith judgment could result in forfeiture of the Property  
 forfeiture action or proceeding, whether civil or criminal, is begun that  
 commits waste on the Property, allow the Property to deteriorate, or  
 damage or impair the Property. Borrower shall be in default if any  
 over the occupancy or use of the Property. Borrower shall not destroy,  
 property or give a managemenit firm or any other person any control  
 to any rental pool or agreement that requires Borrower either to rent the  
 property to any timesharing or other shared ownership arrangement or  
 exclusively use and enjoyment at all times, and shall not subject the  
 second home. Borrower shall keep the Property available for Borrower's  
 of the Property; Borrower's Loan Application; Leaseholds.  
 6. Occupancy and Use; Preservation, Maintenance and Protection  
 following:  
 Covenants of the Security further covenant and agree that Uniform  
 Instrument, Borrower and Lender further covenant and agree in the Security  
 in addition to the covenants and agreements made in the Security  
 [Property Address]

Instrument (the "Property"), which is located at:  
 2348 ST. CHARLES ROAD, WINTERS ET, IOWA 50273  
 of the same date and covering the Property described in the Security  
 (the "Lender")  
 Borrower's Note to PNC MORTGAGE CORP., OF AMERICA, AN OHIO CORPORATION  
 "Borrower", whether there are one or more persons undersigned) to secure  
 "Security Instrument" of the same date given by the undersigned (the  
 amend and supplement the Mortgage, Deed of Trust, or Security Deed (the  
 JULY 1998, and is incorporated into and shall be deemed to  
 THIS SECOND HOME RIDER is made on this 13TH day of

## SECOND HOME RIDER

default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy and use of the Property as a second home. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

Mark S Grell \_\_\_\_\_ (Seal)  
MARK S. GRELL -Borrower

Lisa R Grell \_\_\_\_\_ (Seal)  
LISA R. GRELL -Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

A tract of land described as follows, to-wit: Beginning at the Southwest corner of the Northeast Quarter (1/4) of Section Eight (8), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence North 1,107.03 feet along the west line of said Northeast Quarter (1/4) to the centerline of a county road; thence South 88° 51' East 202.80 feet; thence Southeastly bearing 870.24 feet along the centerline of a county road; thence South 62° 04' West 170.13 feet; thence South 13° 13' East 279.30 feet; thence North 62° 41' East 263.50 feet to the centerline of a county road; thence South 13° 20' East 272.46 feet to the south line of said Northeast Quarter (1/4); thence South 89° 47' West 1,094.07 feet to the point of beginning, containing 20.1618 Acres including 4.3989 Acres of County Road Right-of-Way.



## EXHIBIT "A"