

WHEN RECORDED, MAIL TO:  
✓ BAHS BANK OF AMERICA, FSB  
4500 WESTOWN PKWY #120  
W DES MOINES, IA 50266

REC \$ 75<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 00

COMPUTER ✓  
RECORDED ✓  
COMPARED ✓

332  
FILED NO. \_\_\_\_\_  
BOOK 200 PAGE 614  
98 JUL 20 PM 2: 20  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

ASSIGNED 10-6-99 SEE  
M4 RECORD 212 PAGE 577

Prepared by: BAHS 4500 WESTOWN PKWY #120, W DES MOINES IA (515) 222-6380  
7610004 (Space Above This Line For Recording Data)

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on JULY 17, 1998. The Mortgagor is  
JAMES A. ENGLER  
VIRGINIA M. ENGLER

whose address is 2511 265TH ST, PERU IA 50222 ("Borrower").

This Security Instrument is given to  
BANKAMERICA HOUSING SERVICES, A DIVISION OF BANK OF AMERICA, FSB  
which is organized and existing under the laws of the United States, and whose  
address is 4500 WESTOWN PKWY #120, W DES MOINES IA.

("Lender"). Borrower owes Lender the principal sum of  
\*\* NINETY FIVE THOUSAND SIXTY FOUR AND 77/100

Dollars (U.S. \$ 95,064.77). This debt is evidenced by Borrower's Note, Disclosure and Security Agreement  
dated the same date as this Security Instrument ("Agreement"), which provides for monthly payments, with the full debt, if  
not paid earlier, to be due and payable on NOVEMBER 17, 2028.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, with interest, and  
all renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced  
under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants  
and agreements under this Security Instrument and the Agreement. For this purpose, Borrower does hereby mortgage,  
grant and convey to Lender the following described property located in  
MADISON County, Iowa:

>>>> SEE ATTACHED LEGAL DESCRIPTION <<<<

INCLUDING the following Manufactured Home:  
WISCONSIN HOMES (76) (make) CAMBRIDGE (model) 28X48 (size)  
1999 (year) AB9033 (serial number(s))

which has the address of 2511 265TH ST, PERU  
Iowa 50222 ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

Initials: *JME*

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 Agreement and any prepayment and late charges due under the Agreement.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied; first, to interest due; second, to principal due; and last, to late charges due under the Agreement.
3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and 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 any part of the Property; 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.
4. **Hazard 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage as described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the collateral in accordance with paragraph 6. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. 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 paragraph 1 or change the amount of the payments. If under paragraph 20 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.
5. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, other than in accordance with the Agreement, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
6. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
7. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property.

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8. **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, 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. 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 paragraph 1 or change the amount of such payments.
9. **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.
10. **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 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (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 Agreement without that Borrower's consent.
11. **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.
12. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 20.
13. **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.
14. **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 Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement 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.
15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Agreement and of this Security Instrument.
16. **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.

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Code of Iowa.

23. 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 60 days. The deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph 23 shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the

22. 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.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

20. Acceleration, Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on 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 without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

19. 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 the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental, or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances, by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

18. Sale of Note; Change of Loan Servicer. The Agreement or a partial interest in the Agreement (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 entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

17. Prior Notice and Opportunity to Correct Broken Promise. Lender will give Borrower prior notice and an opportunity to make up a missed payment or correct a broken promise as required by Section 501 of the Depository Institutions Deregulation and Monetary Act of 1980 (or the regulation which implements it). The statute (and regulation) do not require Lender to give Borrower prior notice before repossession or requiring payment of the entire balance if either (a) Borrower has abandoned the manufactured home, (b) other extreme circumstances apply such as where Borrower has threatened to do damage to the manufactured home, or (c) this would be Borrower's third notice in any one year.

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 without further notice or demand on Borrower.

24. 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)]

Adjustable Rate Rider  
 Other(s) [specify]

Construction Loan Rider  
 Security Agreement

25. Security Agreement. This Security Instrument is intended to be a security agreement, pursuant to the Uniform Commercial Code for any building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property and any of the items specified in the Security Instrument as part of the Property, which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a first and prior security interest in said items. Borrower agrees that Lender may file this Security Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Security Instrument or of any other security agreement or financing statement shall be sufficient as well as extensions, renewals and amendments thereof, and reproductions of this Security Instrument in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Security Instrument, including the covenants to pay when due all sums secured by this party under the Uniform Commercial Code, Lender may also invoke, at Lender's option, the remedies provided in Paragraph 20 of this Security Instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in Paragraph 20 of this Security Instrument.

NOTICE: This Security Instrument secures credit in the amount of \$ 95,064.77 . Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

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:

\_\_\_\_\_  
\_\_\_\_\_

*James A. Engler* (Seal)  
JAMES A. ENGLER (Borrower)

*Virginia M. Engler* (Seal)  
VIRGINIA M. ENGLER (Borrower)

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

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

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STATE OF IOWA,  
 County ss: \_\_\_\_\_

On this 17 day of July, 1998, before me, a Notary Public in the State of Iowa, personally appeared *Donna A. Elyel and Virginia M. Elyel, husband & wife*

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

My Commission Expires: \_\_\_\_\_

*[Signature]*  
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

**MICHAEL J. CUNNINGHAM**  
 MY COMMISSION EXPIRES 10-6-98

The Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-seven (27), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa





**BankAmerica**

**BankAmerica Housing Services**  
A Division of Bank of America, FSB

**CONSTRUCTION LOAN RIDER TO  
THE SECURITY INSTRUMENT  
(MANUFACTURED HOUSING UNITS)**

**TO BE RECORDED WITH THE SECURITY INSTRUMENT**

**LENDER: BAHS, A DIVISION OF BANK OF AMERICA, FSB**

**BORROWER: JAMES A. ENGLER VIRGINIA M. ENGLER**

**PROPERTY: 2511 265TH ST PERU, IA 50222**

**LOAN NUMBER: 7610004**

**THIS CONSTRUCTION LOAN RIDER is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust and Security Deed, and any and all riders or amendments thereto (the "Security Instrument"), of the same date given by the undersigned (the "Borrower") to secure Borrower's obligations under the Note, Disclosure and Security Agreement of the same date to Lender and secured by the Property described in the Security Instrument ("Property").**

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

**1. Agreement.** For the purposes of the Security Instrument and this Construction Loan Rider, all references to the term Agreement or to Note, Disclosure and Security Agreement shall refer to the Note, Disclosure and Security Agreement, Waiver of Trial by Jury and Agreement to Arbitration or Reference or Trial by Judge Alone of even date ("Agreement").

**2. Construction Loan Agreement.** The principal amount of the Agreement which Borrower promises to pay is the Unpaid Balance stated in the Promise to Pay section of the Agreement. Borrower agrees to comply with the covenants and conditions of the Agreement and the Construction Loan Agreement between Borrower and Lender, which is incorporated herein by this reference and made a part of this Security Instrument. The Construction Loan Agreement provides for the construction of certain improvements ("Improvements") on the Property. All advances made by Lender pursuant to the Agreement or the Construction Loan Agreement shall be an indebtedness of Borrower secured

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by this Security Instrument as amended, and such advances may be obligatory under the terms of the Agreement or the Construction Loan Agreement. The Security Instrument secures the payment of all sums and the performance of all covenants required by the Lender in the Agreement and the Construction Loan Agreement. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Agreement and the Construction Loan Agreement, the principal sum and all interest and other charges provided for in the Agreement and secured hereby shall, at the option of the Lender, become due and payable.

3. **Disbursements to Protect Security.** All sums disbursed by Lender prior to completion of the Improvements to protect the security of this Security Instrument, up to the Unpaid Balance of the Agreement and any future advances, shall be treated as disbursements pursuant to the Construction Loan Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Agreement, unless the collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upon notice from Lender to Borrower requesting payment therefor.
4. **Breach by Borrower.** In case of breach by Borrower of the covenants and conditions of the Agreement or the Construction Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (a) may invoke any of the rights or remedies provided in the Agreement or the Construction Loan Agreement, or (b) may accelerate the sums secured by this Security Instrument and invoke any of those remedies provided for in this Security Instrument, or (c) may do both although failure to exercise any of its rights and remedies at any one time does not mean a waiver.
5. **Property.** The property covered by this Security Instrument includes the property described or referred to in the Security Instrument, together with the following, all of which are referred to as the "Property":

The Manufactured Housing Unit and any and all buildings, Improvements (provided in the Construction Loan Agreement or otherwise), and tenements now or hereafter erected on the Property; any and all heretofore and hereafter vacated alleys and streets abutting the Property, easements, rights, appurtenances, rents (subject however to any assignment of rents to Lender), leases, royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the Property (to the extent they are included in Borrower's fee simple title); any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter affixed to the Property and all replacements and accessions of them, including any and all plans and specifications for development of or construction of Improvements upon the Property; any and all contracts and subcontracts relating to the Property; any and all accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions related to the Property; any and all permits, licenses, franchises, certifications, and other rights and privileges obtained in connection with the Property; any and all products and proceeds arising from or by virtue of the sale, lease, or other disposition of any of the Property; any and all proceeds payable or to be payable under each policy of insurance relating to the Property; any and all proceeds arising from the taking of all or part of the Property for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; all building permits, certificates of occupancy, certificates of compliance, any right to use utilities of any kind including water, sewage, drainage and any other utility rights, however arising whether private or public, present or future, including any reservation, permit, letter, certificate, license, order, contract or otherwise and any other permit, letter certificate, license, order, contract or other document or approval received from or issued by any governmental entity,

are set forth in this instrument. Property described herein. The mailing address of the Borrower (Debtor) and Lender (Secured Party) as a mortgage but as a financing statement covering goods that are or are to become fixtures on the liens on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only to become fixtures on the Property described herein and is to be filed for record in the records where ATTENTION COUNTY CLERK / REGISTER OF DEEDS: This instrument covers goods that are or are

\_\_\_\_\_  
BORROWER VIRGINIA M. ENGLER  
*Virginia M. Engler*

\_\_\_\_\_  
BORROWER JAMES A. ENGLER  
*James A. Engler*

The name and address of the Lender/Secured Party is:  
BAHS, A DIVISION OF BANK OF AMERICA, FSB  
4500 WESTOWN PKWY #120, W DES MOINES IA 50266

JAMES A. ENGLER  
VIRGINIA M. ENGLER  
2511 265TH ST  
PERU IA 50222

8. Addresses. The name and address of the Borrower is:

7. Invalid Provisions. If any provision of this Security Instrument is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provision shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

6. Completion. Lender shall not be responsible for the completion of the improvements, and shall not in any way be considered a guarantor of performance by Contractor. In the event the improvements are not completed by Contractor according to the drawings and specifications, and it is determined for whatever reason the Lender does not have a lien for the entire Unpaid Balance, then Lender shall have a valid lien for its Unpaid Balance, less the amount reasonably necessary to complete the improvements, or in such event Lender, at its option, shall have the right to complete the improvements, and the lien shall be valid for the Unpaid Balance.

quasi-governmental entity common carrier, or public utility in any way relating to any part of the Property or the improvements, fixtures and equipment thereon; all other interests of every kind and character which Borrower now has or at any time hereafter acquires in and to the Property.



**BankAmerica**

**BankAmerica Housing Services**  
A Division of Bank of America, FSB

**STAGED FUNDING VARIABLE RATE RIDER**  
(1 Year Treasury Index - Rate Caps -  
Fixed Rate Conversion Option)

THIS VARIABLE RATE RIDER is made this 17 day of JULY 1998, 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 Note, Disclosure and Security Agreement (the "Agreement") to BANKAMERICA HOUSING SERVICES, A DIVISION OF BANK OF AMERICA, FSB

(the "Lender") of the same date and covering the property described in the Security Instrument and located at

2511 265TH ST, PERU, IA 50222

**NOTICE TO BORROWER: THE AGREEMENT PROVIDES FOR A CHANGE IN BORROWER'S INTEREST RATE AND MONTHLY PAYMENT. THE AGREEMENT LIMITS THE AMOUNT THE BORROWER'S VARIABLE RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE AGREEMENT ALSO CONTAINS THE OPTION TO CONVERT THE VARIABLE RATE TO A FIXED RATE.**

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

**A. VARIABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Agreement provides for an initial interest rate of .6750%. The Agreement also provides for changes in the interest rate and monthly payments as follows:

**PROMISE TO PAY:** I promise to pay you at such address as you may direct the principal sum of:

(US \$ 95,064.77, the "Unpaid Balance" with interest until the debt is paid in full. I will pay interest on the Unpaid Balance at the initial rate of 6.75 % per year. The interest rate I pay per year will change in accordance with the provisions of the Agreement. I will pay this amount in monthly installments as shown in the Payment Schedule of the Agreement or as required by the terms and conditions herein or as recomputed due to the changes in the interest rate until the Unpaid Balance is fully paid. If on 11/17/28, I still owe any amount under the Agreement, I will pay such amount in full on that date, which is called the "Maturity Date." During the permanent phase, as defined in the Agreement, each monthly payment will be applied as of its scheduled due date. If no interest rate is disclosed above, the initial interest rate is the Annual Percentage Rate shown herein.

**INTEREST RATE:** My initial interest rate may not be based on the index used to make later adjustments. My interest rate may change 11 months after my first payment is due and every 12 months thereafter based on movements in the monthly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board, which is the index rate. This is called my "interest rate change date." My interest rate cannot increase or decrease by more than 2.00 % at any interest rate change date or by more than 5.00 % over the term of the Agreement. The interest rate will equal the index rate in effect 45 days before the interest rate change date plus a margin of 2.75 % (rounded to the NEAREST of one percentage point) unless the interest rate caps limit the amount of change in the interest rate. If this index is no longer available, you may choose a new index that is based upon comparable information.

**VARIABLE RATE:**

a. **Monthly Payment Changes.** My monthly payment amount will change each time my interest rate is adjusted. I will pay the amount of the new monthly payment beginning with the first monthly payment after the interest rate change date. The monthly payment amount would fully amortize the remaining unpaid balance that I am expected to owe on the interest rate change date at the adjusted interest rate in equal monthly payments over the remaining term of the Agreement.

b. **Notice of Interest Rate and Monthly Payment Changes.** You will send me notice of an adjustment in the interest rate and monthly payment at least 25 days before my new payment is due. This notice will contain information about the index rate, interest rate, payment amount and remaining unpaid balance.

**B. FIXED INTEREST RATE CONVERSION OPTION**

The Agreement provides for the Borrower's option to convert from a variable interest rate with interest rate limits to a fixed interest rate, as follows:

**Conversion to Fixed Rate.** I may choose to convert the Agreement to a fixed rate agreement at any time beginning on the first day of the permanent phase and ending 30 years from the date of the Agreement. In order to convert to a fixed rate, I must not be in default under the terms of the Agreement. I must notify you in writing of my desire to convert to a fixed rate, I must execute a revision agreement and I must pay a nonrefundable conversion fee. The new fixed interest rate will be your standard fixed interest rate for a comparable agreement on the date that you receive my written notification. The new fixed rate will take effect on the "Conversion Date," which shall be my next payment due date that is at least 30 days after your timely receipt of a revision agreement signed by all Borrowers together with a nonrefundable conversion fee of \$ 200.00. The new fixed rate and the Conversion Date are subject to change if my revision agreement and fees are received after the date specified in the revision agreement. My new payment amount will be effective with the first payment following the Conversion Date.

**C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower exercises the Conversion Option under Section B above, Uniform Covenant 16 of the Security Instrument is amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 without further notice or demand on Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B above, the amendment to Uniform Covenant 16 of the Security Instrument contained in Section C 1 above shall cease to be in effect, and the provisions of Uniform Covenant 16 of the Security Instrument shall be amended to read as follows:

**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 without further notice or demand on Borrower.

Borrower

Borrower

Borrower VIRGINIA M. ENGLER

Borrower JAMES A. ENGLER

*Virginia M. Engler*

*James A. Engler*

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



BankAmerica Housing Services  
A Division of Bank of America, FSB

**AFFIXATION AFFIDAVIT REGARDING MANUFACTURED  
(AND FACTORY BUILT) HOUSING UNIT**

To be Recorded with the Security Instrument

This Affixation Affidavit Regarding Manufactured (and Factory Built) Housing Unit is incorporated into and shall be deemed to amend and supplement the Mortgage, Security Deed or Deed of Trust and any and all riders or amendments thereto (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's obligation under the Note, Disclosure and Security Agreement of the same date to Lender and secured by the property described in the Security Instrument (the "Property").

In addition to the covenants and agreements made in the Security Instrument, Borrower covenants and agrees as follows:

1. The manufactured housing unit located or to be located at the Property is or will be permanently affixed to a foundation and will assume the characteristic of site-built housing.
2. The wheels, axles, towbar, or hitch were or will be removed when said manufactured housing unit was or is placed on its permanent site.
3. All foundations, both perimeter and piers for said manufactured housing unit have or will have footings that are located below the frost line or in compliance with local building codes or requirements.
4. If piers are used for said manufactured housing unit, they will be placed where said housing unit manufacturer recommends.
5. If state law so requires, anchors for said manufactured housing units will be provided.
6. The manufactured housing unit is or will be permanently connected to a septic or sewage system and other utilities such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured housing unit, other than those disclosed in writing to Lender.
8. Said manufactured housing unit has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
9. The foundation system of the manufactured housing unit has been or will be designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
10. Borrower(s) acknowledges his or her intent that said manufactured housing unit will be a fixture and part of the Property securing the Security Instrument.
11. The manufactured housing unit will be assessed and taxed as an improvement to the Property. I/We understand that if Lender does not escrow for these taxes, that I/we will be responsible for payment of such taxes.
12. If the land is being purchased, such purchase and said manufactured housing unit represent a single real estate transaction under applicable state law.

JAMES A. ENGLER  
BORROWER

VIRGINIA M. ENGLER  
BORROWER

HSUS0580-0298

*James A. Engler*  
BORROWER

*Virginia M. Engler*  
BORROWER