IOWA- Single Family- FNMA/FHLMC UNIFORM INSTRUMENT F1024.LMG (7/88)

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Form 3016 9/90

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Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspections of the Property. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance

Mortgage insurance as a condition of making the loan secured by this Security rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' tees and entering on the

necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums in bankrupicy, probate, for condemnation or forfeilure or to enforce laws or regulations), then Lender may do and pay for whatever is this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in tee title shall not merge unless Lender agrees to the merger in writing.

leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the limited - to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a Lender (or falled to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not shall also be in default it Borrower, during the loan application process, gave materially talse or inaccurate information or statements to interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forteiture of the Borrower's Security Instrument or Lender's security Interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this commit waste on the Property. Borrower shall be in default if any forteiture action or proceeding, whether civil or criminal, is begun that exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution

6. Occupancy, Preservation Maintenance and Protection of Property; Borrower's Loan Application; acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition. Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the

not then due. The 30- day period will begin when the notice is given. proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of auı loss if not made promptly by Borrower. renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of

right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the

The Property in accordance with paragraph 7. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for 2. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

Borrower a notice identifying the flen. Borrower shall satisfy the ilen or take one or more of the actions set forth above within 10 days of determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender

against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) 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 Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

due; fourth, to principal due; and last, to any late charges due under the Note. shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 ids held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

sole discretion, amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's 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 excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not . If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the

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 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 Borrowers 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.
 - 16. Borrower's Copy Borrower shall be given one conformed copy of the Note and 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 without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements;(c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. 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 entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 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.
- 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 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.

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