

Initials *J.P.M.*

household purposes.

3. Purpose. This Mortgage and the Obligations described herein are executed and incurred for personal, family or

(b) all amendments, modifications, replacements or substitutions to any of the foregoing.

all other present or future written agreements between Borrower or Mortgagor and Lender (whether executed for the same or different purposes than the preceding documents);

PRINCIPAL AMOUNT/ CREDIT LIMIT	NOTE/ AGREEMENT DATE	MATURITY DATE	LOAN NUMBER
10,000.00	11/19/98	11/15/03	66200102926230001

2. Obligations. This Mortgage shall secure the payment and performance of all of Borrower and Mortgagor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

1. Grant. Mortgagor hereby mortgages, grants, assigns and conveys to Lender, identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stock, and standing timber and crops pertaining to the real property (cumulatively "Property").

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 10,000.00. 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.

BORROWER		LENDER	
JOHN P. MILLER BETTY J. MILLER		U.S. BANK NATIONAL ASSOCIATION ND 4325 17TH AVENUE SW FARGO, ND 58103	
ADDRESS		ADDRESS	
1744 GREEN LN WINTERSSET, IA 502738511		1744 GREEN LN WINTERSSET, IA 502738511	
TELEPHONE NO.		TELEPHONE NO.	
[REDACTED]		[REDACTED]	
IDENTIFICATION NO.		IDENTIFICATION NO.	
[REDACTED]		[REDACTED]	
MORTGAGOR		MORTGAGOR	
JOHN P MILLER AND BETTY MILLER, HUSBAND AND WIFE		[REDACTED]	
RELEASED 8-8-01		[REDACTED]	
SEE		[REDACTED]	
RECORD 2001 PAGE 34 64		[REDACTED]	

IOWA CONSUMER MORTGAGE

(This is a Consumer Credit Transaction)

66200102926230001 / BDM03 / 00538/

Return Recorded Documents to: U.S. Bank, Lien Perfection Dept., PO Box 2687, Fargo, ND 58108-2687

U.S. BANK NATIONAL ASSOCIATION ND
4325 - 17TH AVENUE SW, FARGO, ND 58103

When Recorded Return To:
2806884
C.I. Title, Inc.
203 Little Canada Rd
St. Paul, MN 55117

REC \$ 35.00
AUD \$ 1.00
R.M.F. \$ 1.00

COMPUTER RECORDED
COMPARED

FILED NO. 2815
BOOK 205 PAGE 149
99 JAN 11 PM 3:00
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

4. Future Advances. Upon request of Borrower, Lender, at Lender's option so long as this Mortgage secures indebtedness held by Lender, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage exceed \$ 10,000.00.

5. Construction Purposes. If checked, this Mortgage secures an obligation incurred for the construction of an improvement on land, and is a "construction mortgage" within the meaning of Section 554.9313 of the Iowa Uniform Commercial Code. This Mortgage also secures loans or advancements made to directly finance work or improvements upon the real estate described herein, and is a "construction mortgage lien" within the meaning of Section 572.18 of the Iowa Code.

6. Representations, Warranties and Covenants. Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and liens and encumbrances of record;

(b) Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substance, or related material (cumulatively "Hazardous Materials") in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. To the best of Mortgagor's knowledge, there are no agricultural drainage wells, abandoned wells, solid waste disposal sites or underground storage tanks on the Property;

(c) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(e) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage;

(f) Mortgagor is lawfully seized of the Property in fee simple; the Property is free from all liens and encumbrances except for this Mortgage and liens and encumbrances of record; and Mortgagor hereby warrants and covenants to defend the title to the Property against all persons whatsoever; and

(g) No loan broker as defined by Iowa Code Chapter 535C has been involved in this mortgage transaction.

7. Transfers of the Property or Beneficial Interests in Borrowers. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

8. Inquiries and Notification to Third Parties. Mortgagor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Mortgagor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

9. Interference with Leases and Other Agreements. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Lender's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

10. Collection of Indebtedness from Third Party. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for

W.M.Y.
[Signature]

payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness, whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgage for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

11. Use and Maintenance of Property. Mortgage shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgage shall not commit or permit any waste to be committed with respect to the Property. Mortgage shall use the Property solely in compliance with applicable law and insurance policies. Mortgage shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgage's sole expense.

12. Loss or Damage. Mortgage shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgage shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

13. Insurance. The Property will be kept insured for its full value against all hazards including loss or damage caused by fire, collision, theft or other casualty. Mortgage may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgage or any other person shall affect the right to Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgage fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost as an advance of principal under the promissory note. Mortgage shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as agent or attorney-in-fact for Mortgage in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgage's name on any draft or negotiable instrument drawn by any insurer. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the debt secured hereby, all right, title, and interest of the Mortgage in and to the proceeds for any loss and to any insurance policies then in force shall pass to the purchaser or grantee, regardless of whether or not there is a deficiency judgment after foreclosure sale or nonjudicial foreclosure.

14. Zoning and Private Covenants. Mortgage shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgage's use of the Property becomes a nonconforming use under any zoning provision, Mortgage shall not cause or permit such use to be discontinued or abandoned without prior written consent of Lender. Mortgage will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

15. Condemnation. Mortgage shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgage from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

16. Lender's Right to Commence or Defend Legal Actions. Mortgage shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgage hereby appoints Lender as its agent or attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgage for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Mortgage shall cooperate and assist Lender in any action hereunder.

17. Indemnification. Lender shall not assume or be responsible for the performance of any of Mortgage's Obligations with respect to the Property under any circumstances. Mortgage shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgage, upon the request of Lender, shall hire legal counsel acceptable to Lender to defend Lender from such Claims, and pay the attorney's fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgage's cost.

18. Taxes and Assessments. Mortgage shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Mortgage shall deposit with Lender a periodic sum in an amount determined by Lender as necessary to pay insurance premiums, taxes and assessments pertaining to the Property. These amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property.

19. Inspection of Property, Books, Records and Reports. Mortgage shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Mortgage's books and records pertaining to the Property from time to time. Mortgage shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgage's books and records shall be genuine, true, accurate and complete in all respects. Mortgage shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgage shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgage's financial condition or the Property. The information shall be for such periods, shall reflect Mortgage's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgage to Lender shall be true, accurate and complete in all respects.

20. Estoppel Certificates. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, setoffs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, setoffs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

21. Default. Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any Guarantor of any Obligation:

- (a) fails to pay any Obligation to Lender when due;
- (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future written agreement;
- (c) allows the Property to be damaged, destroyed, lost, stolen in any material respect;
- (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
- (e) allow the Property to be used by anyone to transport or store goods the possession, transportation, or use of which, is illegal; or
- (f) causes Lender, in good faith, to believe the prospect of payment or performance is impaired.

Any of the foregoing shall constitute a default that materially impairs the condition, value, or the Lender's right in the Property, and shall evidence a material impairment of the Borrower's prospect of paying the Obligations. If a court should determine that one or more of the above do not constitute a default under the Iowa Consumer Credit Code, Mortgagor agrees that reinstatement of the Obligations shall be Mortgagor's sole remedy and Mortgagor shall not be entitled to any damages by reason of Lender's exercise of any of its remedies herein.

22. Rights of Lender on Default. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to require Mortgagor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Mortgagor and Lender;
- (d) to take immediate possession, management and control of the Property without seeking the appointment of a receiver;
- (e) to collect all the rents, issues, and profits from the Property from the date of default through the expiration of the last redemption period following the foreclosure of this Mortgage;
- (f) to apply for and obtain prior commencement of suit or thereafter without notice and upon ex parte application, the appointment of a receiver for the Property without regard to Mortgagor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property; and Mortgagor waives Mortgagor's right to possession, statutory or otherwise, and the right to challenge the appointment of a receiver;
- (g) to foreclose this Mortgage by judicial proceedings or, unless prohibited by law, by applicable nonjudicial proceedings;
- (h) to setoff Mortgagor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required.

23. Redemption Period. Mortgagor hereby agrees that in the event of judicial foreclosure of this Mortgage, Lender may, as its sole option, elect:

- (a) Pursuant to Iowa Code §628.26 as now enacted or hereafter modified, amended or replaced, to reduce the period of redemption after sale on foreclosure to six months, or
- (b) Pursuant to Iowa Code §628.27 as now enacted or hereafter modified, amended or replaced, to reduce the period of redemption after sale on foreclosure to sixty days, or
- (c) Pursuant to Iowa Code §628.28 as now enacted or hereafter modified, amended or replaced, or any other Iowa Code Section, to reduce the period of redemption after sale on foreclosure to such time as may be then applicable and provided by law, or
- (d) Pursuant to Iowa Code §654.20 as now enacted or hereafter modified, amended or replaced, to foreclose without redemption.

AGRICULTURAL HOMESTEAD DISCLOSURE: MORTGAGOR UNDERSTANDS THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, MORTGAGOR VOLUNTARILY GIVES UP MORTGAGOR'S RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Mortgagor(s): John P. Miller Date: 11/19/98
JOHN P MILLER

Betty Miller Date: 11/19/98
BETTY MILLER

Date: _____

Date: _____

STATE OF Iowa }
COUNTY OF Folk } SS:



On this 19 day of November, 1998, before me, the undersigned, a Notary Public in and for said county and state, personally appeared John P. Miller & Betty Miller as husband & wife

to me personally known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he [she] executed the same as his [her] voluntary act and deed.

Bryan Weible, Notary Public
in and for said County and State.

STATE OF _____ }
COUNTY OF _____ } SS:

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____

to me personally known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he [she] executed the same as his [her] voluntary act and deed.

_____, Notary Public
in and for said County and State.

SCHEDULE A

The street address of the Property (if applicable) is:
1744 GREEN LN
WINTERSSET, IA 502738511

The permanent tax identification number of the Property is: 360060720024000

The legal description of the Property is:
SEE ATTACHMENT A FOR LEGAL DESCRIPTION

PARCEL LOCATED IN THE SOUTH HALF (1/2) OF THE
 NORTHEAST QUARTER (1/4) OF SECTION SEVEN (7), TOWNSHIP
 SEVENTY-SIX (76) NORTH, RANGE TWENTY-EIGHT (28) WEST OF
 THE 5TH P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY
 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER
 OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER
 (1/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTY-SIX (76) NORTH,
 RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON
 COUNTY, IOWA; THENCE NORTH 89 DEGREES 55' 26" EAST 330.00
 FEET TO THE NORTHEAST CORNER OF PARCEL "A"; OF THE SOUTH
 HALF (1/2) OF THE NORTHEAST QUARTER (1/4); THENCE SOUTH
 00 DEGREES 07' 41" WEST 660.00 FEET TO THE POINT OF
 BEGINNING; THENCE SOUTH 00 DEGREES 07' 41" WEST 644.68
 FEET TO THE NORTHEAST QUARTER (1/4); THENCE, ALONG SAID SOUTH LINE,
 NORTH 89 DEGREES 56' 28" WEST 600.00 FEET; THENCE NORTH
 00 DEGREES 07' 41" EAST 643.12 FEET TO SOUTHWEST CORNER
 OF SAID PARCEL "A"; THENCE NORTH 89 DEGREES 55' 28" EAST
 660.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL "C"
 CONTAINS 9.756 ACRES, INCLUDING 0.155 ACRES OF COUNTRY
 ROAD RIGHT-OF-WAY,
 SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS,
 COVENANTS, OIL, GAS, OR MINERAL RIGHTS OF RECORD, IF ANY.

FEET TO THE SOUTH LINE OF SAID SO

UTH HALF (1/2) OF THE

Property Description

ATTACHMENT A

66200102926230001

JOHN P. MILLER