



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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property 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 described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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.

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

**7. Protection of Lender's Rights in the Property.** 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 forfeiture 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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

Damages shall promptly give Leander written notice of any trespassing, claim, demand, lawsuit or other action by any government or regulatory agency involving the Property or any subsidence or hazard to the Property. If Borrower fails to respond to such notice within ten (10) days after receipt, Leander may take all necessary remedial actions in accordance with Environmental Law.

**20. Hazarodus Substances** Borower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

**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 in the Note and this Security Instrument. The new servicer will be given written notice of the change in accordance with paragraph 14 above and above the name and address of the new servicer.

**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 entitling the Note as if no acceleration had occurred; (c) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (d) cures any default of any other covenants or agreements in this Security Instrument; and the Note as if no acceleration had occurred; (e) pays Lender all sums which then would be due under all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (f) 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 remain unchallenged. Upon reinstatement by Borrower, this Security Instrument to pay the sums secured by this Security Instrument shall continue unchanged. Upon acceleration 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 resulting from

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of at least 30 days from the date 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 of Borrower.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in Borrower 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. This option shall not be exercised by Lender if exercised by Lender if prohibited by federal law as of the date of this Security instrument.

have been given to Borrower or Lender when given as provided in this paragraph.

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 charge under the Note.

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, forgive or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

12. **Succassors and Assigings Round; joint and Several Liability; Co-signers.** The covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not have the power to bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17.

11. **Borrower Not Released; Forbearance By Lender Not Relieved**: 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 from the obligations of this Security Instrument by reason of any demand made by the original Borrower's successors in interest or otherwise.

Unless Lessee 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to 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 Agreement.

10. **Condemnation:** The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be held in the event of a total taking of the Property, or for conveyance in lieu of condemnation, in connection with any condemnation of any part of the Property, directed or consequential damages, or award of claim for damages, shall be applied to the sums secured by this Security instrument, whether or not there is an excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not the taking is equal to or greater than the amount of the sums secured by this Security instrument before the Property is condemned. In the event of a partial taking of the Property in which the fair market value of the Property is less than the amount of the sums secured by this Security instrument, whether or not there is an excess paid to Borrower, in the event of a partial taking before the Property is condemned, the amount of 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 by this Security instrument 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 fair market value of the Property immediately before the taking, Any balance shall be paid to Borrower. In the event of a partial taking before the Property is condemned, the amount of the sums secured by this Security instrument shall be agreed upon by Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the fair market value of the Property immediately before the taking unless Borrower and Lender otherwise agree in writing or unless the taking is less than the amount of the sums secured by this Security instrument before the taking. Any balance shall be paid to Borrower. In the event of a partial taking before the Property is condemned, the amount of the sums secured by this Security instrument shall be agreed upon by Borrower and Lender otherwise agree in writing or unless the taking is less than the amount of the sums secured by this Security instrument before the taking, Any balance shall be paid to Borrower. In the event of a partial taking before the Property is condemned, the amount of the sums secured by this Security instrument shall be agreed upon by Borrower and Lender otherwise agree in writing or unless the taking is less than the amount of the sums secured by this Security instrument before the taking, Any balance shall be paid to Borrower.

As used in this paragraph 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. 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 17 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument with borrower(s) to pay any recordation fees.

**23. 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.

**24. Redemption Period.** If the Property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the Property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph 24 shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

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

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 Other(s) [specify]

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider

- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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.

The undersigned borrower(s) acknowledge(s) receipt of a copy of this instrument.

Witnesses:

  
 Borrower Kimberly K. Haus (Seal)

  
 Borrower (Seal)

"I understand that homestead property is in many cases protected from the claim of creditors and exempt from judicial sale; and that by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract."

[Space Below This Line For Acknowledgment]

STATE OF IOWA

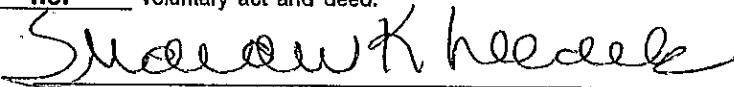
COUNTY OF Polk

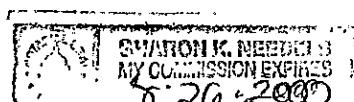
} ss:

On this 15th day of July, 1999, before me, a Notary Public in the State of Iowa personally appeared: Kimberly K. Haus, a single person,

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

My commission expires: 08-26-2000

  
 Notary Public In and for said County and State  
**Sharon K. Needels**



[Space Below This Line Reserved For Lender and Recorder]

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Form 3/85

Page 1 of 2

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Funeral Mae/Fredie Mac Uniform Instrument

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lenders consent to the loan assumption. Lender may also require the transfer 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.

Lender shall not exercise this option if it is exercised by the transferor to be submitted to Lender information required by Lender to evaluate the transfer 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 not increased transferred to Lender. Borrower agrees to be submitted to Lender information required by Lender to evaluate the transfer 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 not increased transferred to Lender. However, this option shall not be exercised by Lender if exercised by federal law as of the date of this Security instrument. Prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument, 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 consent, Lender may, at its option, require immediate payment in full of my monthly payment beginning on the

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 consent, Lender may, at its option, require immediate payment in full of my monthly payment beginning on the

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the little and telephone number of a person who will answer any question I may have regarding the notice.

#### (F) Notice of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### (E) Effective Date of Changes

4.625 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 11.625 % nor less than 2.750 %.

The interest Rate I am required to pay at the first Change Date will not be greater than 8.625 % or less than

#### (D) Limits on Interest Rate Changes

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

Then round the result of this addition to the nearest one-eighth of one percent (0.125%). Subject to the limits stated in section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and 750/1000

#### (C) Calculation of Changes

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

States Treasury securities adjusted to a constant maturity of One (1) year, as made available by the Federal Reserve Board. The most recent index figure available as of the date forty-five (45) days before each Change Date is called the "Current Index". Beginning with the first Change Date my interest rate will be based on an index. The "Index" is the weekly average yield on United

#### (B) The Index

The interest rate I will pay may change on the first day of January 2005 and on that day every 12 months(s) thereafter. Each date on which my interest rate could change is called a "Change Date".

#### (A) Change Dates

The Note provides for an initial interest rate of 6.625 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

1584 120th Street Earitham Iowa 50072  
Property Address

of the same date and covering the property described in the Security instrument and located at: (the "Lender")  
given by the undersigned (the "Borrower") to secure Borrower Adjustable Rate Note (the "Note") to Bankers Trust Company  
shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security instrument") of the same date

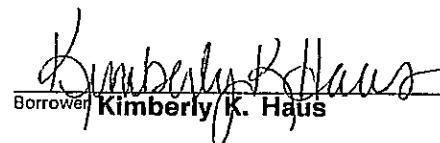
THIS ADJUSTABLE RATE RIDER is made this 15th day of July 1999, and is incorporated into and

### ADJUSTABLE RATE RIDER

One (1) Year Treasury Index-Rate Caps)

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 thirty (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.

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

  
\_\_\_\_\_  
Borrower **Kimberly K. Haus** \_\_\_\_\_ [Seal]

\_\_\_\_\_  
Borrower \_\_\_\_\_ [Seal]

\_\_\_\_\_  
Borrower \_\_\_\_\_ [Seal]

\_\_\_\_\_  
Borrower \_\_\_\_\_ [Seal]