



1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayable law or to a written waiver by Lender. Borrower shall pay to Lender assessments which may attach prior to the Note, until the Note is paid in full, a sum ("Funds") for: (a) Yearly leases and mortgagage insurance premiums; (d) Yearly flood insurance premiums; (f) Any; (e) Yearly hazard or property insurance premiums; (ii) Any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount available to Lender for a federally related mortgage loan under the Real Estate Settlement Procedures Act of 1974 as amended ("RESPA"), unless another law applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount of either the lesser amount of Funds due on the basis of correct data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) Yearly leases and rents on the Property; (b) Yearly leaseshold payments of ground rent; (c) Yearly hazard or property insurance premiums; (d) Yearly flood insurance premiums; (e) Yearly mortgagage insurance premiums; (ii) Any; (g) Yearly hazard or property insurance premiums; (iii) Any sums payable by Borrower to Lender to a written waiver by Lender, or to the estate hereby convened and held generally to the title to the Property is unencumbered, except for encumbrances of record. THIS SECURITY INSTRUMENT combines uniform conventions for non-uniform conventions with limited variations by substitution to constitute a uniform security instrument covering real property.

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby convened and has the right to mortgage, grant and convey the Property to the title to the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property is lawfully seized of the estate hereby convened and all debts, easements, appurtenances, and fixtures now or hereafter a part of the property. All repacements now or hereafter elected on the property, and all easements, appurtenances, and fixtures now or referred to in this Security instrument as the "Property".

DEBTOR COVENANTS that Borrower and addlions shall also be covered by this Security instrument. All of the foregoing is and continues to cover the estate hereby convened and all debts, easements, appurtenances, and fixtures now or hereafter a part of the property. All repacements now or hereafter elected on the property, and all easements, appurtenances, and fixtures now or referred to in this Security instrument as the "Property".

TERMINATION OF SECURITY INSTRUMENT combines uniform conventions for non-uniform conventions with limited variations by substitution to constitute a uniform security instrument covering real property.

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which has the address of 2401 Carver Road
Winterset Iowa 50273 ("Property Address");
[City] [Street] [Zip Code]

As this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2014. This debt is evidenced by Borrower's note dated the same date with interest, and all renewals, extensions and modifications of the Note; (a) the repayment of the debt evidenced by the Note, paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Madison County, Iowa:

The East 50 Roads of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) and the West 267.9 feet of the South Half (1/2) of the Southwest Quarter (1/4) and the West 300 feet of the Southeast Quarter (1/4) and the West 5th P.M., Madison County, Iowa.

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THIS MORTGAGE AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE STATEMENT OF INFORMATION.

MORTGAGE

[Space Above This Line For Recording Data]

Prepared by Elsie Olson State Employees Community Credit Union 1351 NW 14th Street Clive, IA
50325-7066 (515) 225-8225

MAIDSON COUNTY, IOWA
THE COUNTY SEAT

99 JUL 30 AND 5 / 1970 COMPUTER

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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.

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 Hazar-
dous Substances or any governmental or regulatory authority's removal of such substances from the Property.

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 appropiate to normal residential uses and to maintainability 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 once or more times without prior notice to Borrower. A sale may result in a change in the Note holder under the Note and this Security Instrument. There also may be one or more changes of the Note holder under the Note and this Security Instrument. If there is a change of the Note holder, the Note 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 Note holder and other information required by law. The note will also contain a statement that the Note is held by the new Note holder and the payments should be made to the new Note holder.

18. Borrower's Right to Remandate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument delayed at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specifically provide) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment entered against this Security instrument. Those conditions are that Borrower: (a) pays Lentor 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 convenants or agreements herein; and (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the less of this Security instrument, Lentor's rights in the Property and Borrower's obligation to pay the sums secured by this Security instrument shall continue unchanged. Upon remand, this Security instrument shall not apply in the case of acceleration under paragraph 17.

"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 further notice or demand on Borrower.

14. **Notices.** Any notice to Borrower provided for in this 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.

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 exceed the permitted limits will be refunded to borrower. Lender may choose to make the funds available by refunding to the borrower the amount of any such overcharge.

11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment of principal or interest by the Borrower shall not release the Lender from the obligation to collect the principal and interest due hereunder, and shall not change the amount of such payments.

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 of clause 12, which shall be the date of the monthly payment due.

proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are due.

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, 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 before the taking, less the amount of the fair market value of the Property immediately before the taking is less than the amount of the proceeds multiplied by the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the proceeds multiplied by the fair market value of the Property immediately before the taking, the amount of the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (b) the total amount of the sums secured before the taking, less the amount of the fair market value of the Property immediately before the taking.

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 without charge to Borrower.

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.

Janet L. Zeutenhorst

(Seal)

Borrower Janet L. Zeutenhorst

Borrower

(Seal)

[Space Below This Line For Acknowledgment]

STATE OF IOWA

COUNTY OF Polk

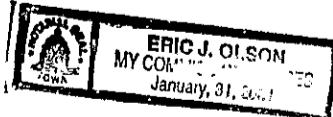
} ss:

On this 26th day of July, 1999, before me, a Notary Public in the State of Iowa personally appeared: Janet L. Zeutenhorst, a single person

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

My commission expires:

Eric J. Olson
Notary Public in and for said County and State



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