

RELEASED 11-6-00
MTG RECORD 228 PAGE 27
SEE PAGE 27

REC \$ 25.00 FILED NO 000709
AUD \$ BOOK 211 PAGE 388
R.M.F. \$ 1.00 99 AUG 18 PM 1:21
COMPUTER
RECORDED
COMPARED
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

This instrument was drafted by RAY ARECHAVALETA Address: 222 SECOND AVENUE SE, CEDAR RAPIDS, IA 52401
Phone Number: 920-426-7787 After recording return to: FIRSTAR BANK, N. A.,
COLLATERAL DEPT., P. O. BOX 3487, OSHKOSH, WI 54903-3487



MORTGAGE
(FOR USE WITH FIRSTAR LOAN DOCUMENTS ONLY)
IOWA REAL ESTATE

400729 *RW*

This Mortgage ("Mortgage") is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s)/pledgor(s) (collectively the "Mortgagor") in favor of FIRSTAR BANK, N. A. (the "Bank") as of the date set forth on the last page of this Mortgage.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 50,000.00. 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.

ARTICLE I. MORTGAGE/SECURITY INTEREST

1.1 **Grant of Mortgage/Security Interest.** The Mortgagor hereby sells, mortgages, conveys, grants a security interest and collaterally assigns to the Bank the Mortgaged Property (defined below) to secure all of the Mortgagor's Obligations (defined below) to the Bank. The intent of the parties hereto is that the Mortgaged Property secures all Obligations of the Mortgagor to the Bank, whether or not such Obligations exist under this Mortgage or any other agreements, whether now or hereafter existing, between the Mortgagor and the Bank or in favor of the Bank, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, any agreement for any other services or credit extended by the Bank to the Mortgagor even though not specifically enumerated herein and any other agreement with the Bank (together and individually, the "Loan Documents").

1.2 **"Mortgaged Property"** means all of the following whether now owned or existing or hereafter acquired by the Mortgagor, wherever located: all the real estate described below or in **Exhibit A** attached hereto (the "Land"), together with all buildings, structures, fixtures and furnishings used in connection with the operation of the Land and improvements, and all other improvements now or hereafter constructed, affixed or located thereon (the "Improvements") (the Land and the Improvements collectively the "Premises"); TOGETHER with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto, and any and all lease or other agreements for the use or occupancy of the Premises, all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligations thereunder (collectively the "Rents"); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):
See Attached Exhibit A

1.3 **"Obligations"** means all loans by the Bank to NEW HOMES BY BRILL, INC.

a note or notes dated 07/20/99, including those loans evidenced by amount(s) of \$ 50,000.00, in the initial principal

any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto, and such amounts as may be advanced, paid down and readvanced from time to time (the "Note"); and also means all the Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to the Bank (plus its affiliates including any credit card debt due Firststar Bank U.S.A., N.A.), whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and regardless of whether such Obligations arise out of existing or future credit granted by the Bank to any Mortgagor, to any Mortgagor and others, to others guaranteed, endorsed or otherwise secured by any Mortgagor or to any debtor-in-possession/ successor-in-interest of any Mortgagor, and principal, interest, fees, expenses and charges relating to any

2.8 **Environmental Matters.** The following warranties and covenants are subject to those exceptions set forth on Exhibit C attached hereto (except that if no Exhibit C is attached there will be no exceptions). There exists no uncorrected violation by the Mortgagee of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term

2.7 **Condemnation.** The Mortgagee will pay to the Bank all compensation received for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Premises, or any part thereof. The compensation will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.6 **Insurance.** The Mortgagee will continually insure the Premises against such perils or hazards as the Bank may require, in amounts, with acceptable co-insurance provisions, not less than the unpaid balance of the Obligations or the full replacement value of the improvements, whichever is less. The policy will contain an agreement by each insurer that the policy will not be terminated or modified without at least 30 days' prior written notice to the Bank and will contain a mortgage clause acceptable to the Bank; and the Mortgagee will take such other action as the Bank may reasonably request to ensure that the Bank will receive (subject to no other interests) the insurance proceeds from the improvements. The Mortgagee hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to the Bank the proceeds of all such insurance and any premium refund; and authorizes the Bank to endorse the Mortgagee's name to effect the same, to make, adjust or settle, in the Mortgagee's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the debt secured hereby, all right, title, and interest of the Mortgagee 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.

2.5 **Taxes, Assessments, and Charges.** To the extent not paid to the Bank under 2.4 above, the Mortgagee will pay before they become delinquent all taxes, assessments and other charges now or hereafter levied or assessed against the Premises, against the Bank based upon this Mortgage or the Obligations secured by this Mortgage, or upon the Bank's interest in the Premises, and deliver to the Bank receipts showing timely payment.

2.4 **Escrow.** After written request from the Bank, the Mortgagee will pay to the Bank sufficient funds at such time as the Bank designates, to pay (i) the estimated annual real estate taxes and assessments on the Premises; and (ii) all property or hazard insurance premiums when due. Unless required by Iowa law, interest will not be paid by the Bank on any escrow funds. Escrowed funds may be commingled with other funds of the Bank. All escrowed funds are hereby pledged as additional security for the Obligations.

2.3 **Due On Sale.** If all or any part of Mortgagee's interest in the Premises is sold, conveyed, assigned, mortgaged, encumbered, hypothecated or transferred without the Bank's prior written consent, the Bank may, at the Bank's sole option, declare all sums secured hereby immediately due and payable.

2.2 **Maintenance; Waste; Alteration.** The Mortgagee will maintain the Premises in good and tenantable condition and will restore or replace damaged or destroyed improvements with terms of at least equal utility and value. The Mortgagee will not commit or permit waste to be committed on the Premises. The Mortgagee will not remove, demolish or materially alter any part of the Premises without the Bank's prior written consent, except the Mortgagee may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility. The replacement fixture will be subject to the priority lien and security interest of this Mortgage.

2.1 **Warranty of Title/Possession.** The Mortgagee warrants that it has sole and exclusive title to and possession of the Premises, excepting only the following "Permitted Encumbrances": restrictions and easements of record, and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments) and taxes and assessments not yet due and payable and those Permitted Encumbrances set forth on Exhibit B attached hereto (except that if no Exhibit B is attached there will be no additional Permitted Encumbrances). The lien of this Mortgage, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Mortgaged Property.

In addition to all other warranties and covenants of the Mortgagee under the Loan Documents which are expressly incorporated herein as part of this Mortgage, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Mortgagee under the Loan Documents is available or any Obligations of the Mortgagee to the Bank are unpaid or outstanding, the Mortgagee continuously warrants and agrees as follows:

ARTICLE II. WARRANTIES AND COVENANTS

1.4 **Homestead.** The Premises are ^(are) _(are not) the homestead of the Mortgagee. of the foregoing, including without limitation, costs and expenses of collection and enforcement of this Mortgage, attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs.

"Hazardous Substances" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. The Mortgagor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that the Mortgagor (i) has violated any Environmental Laws; (ii) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (iii) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. Except as disclosed on the Borrower's environmental questionnaire provided to the Bank, there are not now, nor to the Mortgagor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by the Mortgagor during the periods that the Mortgagor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To the Mortgagor's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect the Mortgagor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject the Mortgagor to Remedial Action or other liability. The Mortgagor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide the Bank, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by the Mortgagor or Remedial Action or other response by or on the part of the Mortgagor under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of Environmental Laws. In the event of any such circumstance or condition, the Mortgagor agrees, at its expense and at the request of the Bank, to permit an environmental audit solely for the benefit of the Bank, to be conducted by the Bank or an independent agent selected by the Bank and which may not be relied on by the Mortgagor for any purpose. This provision shall not relieve the Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws.

2.9 Assignments. The Mortgagor will not assign, in whole or in part, without the Bank's prior written consent, the rents, issues or profits arising from the Premises.

2.10 Enforcement of Rents and Leases. Upon default under this Mortgage or any of the Loan Documents or any Obligation (notwithstanding any cure period), the Bank shall be immediately entitled to collect all rents, issues and profits and the Bank, at its option, without notice and without seeking or obtaining the appointment of a receiver or taking actual possession of the Premises may (a) give notice to any tenant(s) that the tenant(s) should begin making payments under their lease agreement(s) directly to the Bank or its designee; (b) commence a foreclosure action and file a motion for appointment of a receiver; or (c) give notice to the Mortgagor that the Mortgagor should collect all rents, issues and profits arising from the Premises and remit them to the Bank upon collection and that the Mortgagor should enforce the terms of the lease(s) to ensure prompt payment by tenant(s) under the lease(s). All rents, issues and profits received by the Mortgagor shall be held in trust by the Mortgagor for the Bank. All such payments received by the Bank shall be applied, first, in such manner and order as may be prescribed by applicable law, and, second, in any manner and order of payment as the Bank determines under this Mortgage, the Loan Documents and the Obligations. The Mortgagor agrees to hold each tenant harmless from actions relating to tenant's payments of rents, issues and profits to the Bank. By virtue of the conveyance of rents, issues and profits, the Bank is not assuming any liability under any leases or tenancy agreements.

2.11 Right of Inspection. The Bank may at all reasonable times enter and inspect the Premises.

2.12 Redemption. It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa may at the sole option of the Bank be reduced to six (6) months provided the Bank, in such action, files an election to waive any deficiency judgment against the Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Section 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage may at the sole option of the Bank be reduced to sixty (60) days if all of the three following contingencies develop: (1) The Land is less than ten (10) acres in size; (2) the Court finds affirmatively that the premises have been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) the Bank in such action files an election to waive any deficiency judgment against the Mortgagor or its successors in interest in such action. If the redemption period is so reduced, the Mortgagor or its successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of the Mortgagor shall be a presumption that the Premises are not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

2.13 Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Improvements and for this purpose the name and address of the debtor is the name and address of the Mortgagor as set forth in this Mortgage and the name and address of the secured party is the name and address of the Bank as set forth in this Mortgage.

2.14 Business Purpose. The Loan represented by the Note does not constitute a consumer credit transaction as defined in Iowa Code Section 537.1301(ii). The loan is for a business or agricultural purpose as defined in Iowa Code Section 535.2(2) (a) (5).

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Mortgage, the following provisions will also apply:

5.1 Term of Mortgage. The Bank's rights under this Mortgage will continue until the Bank's commitment to lend has been terminated or expired, and until all Obligations have been paid in full and performed.

5.2 Time is of the Essence. Time is of the essence with respect to payment of the Obligations, the performance of all covenants of the Mortgage and the payment of taxes, assessments, and similar charges and insurance premiums.

ARTICLE V. MISCELLANEOUS

c. Waiver by the Bank. The Bank may permit the Mortgagee to attempt to remedy any default without waiving its rights and remedies hereunder, and the Bank may waive any default without waiving any other subsequent or prior default by the Mortgagee. Furthermore, delay on the part of the Bank in exercising any right, power or privilege hereunder or at law will not operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension will be deemed to have occurred unless the Bank has expressly agreed in writing specifying such waiver or suspension.

b. Nonjudicial Foreclosure. The Bank may at its option elect to foreclose this Mortgage by nonjudicial procedures allowed by Iowa law.

a. Receiver; Foreclosure. The Bank may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of the Bank appoint a receiver to take immediate possession of the Mortgaged Property and of the revenues and income accruing therefrom, and to rent or cultivate the same as such receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to the Mortgagee only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations. Mortgagee agrees that this Mortgage gives to the Bank the right to possession before sale and termination of the right of redemption, pledges the rents and profits, creates in favor of the Bank a lien upon and interest in the right of possession given by Iowa statute, and upon the revenue which arises from it, and waives the right to challenge the appointment of a receiver.

The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which the Bank would otherwise have. With respect to such rights and remedies:

4.1 Cumulative Remedies; Waiver. In addition to the remedies for default set forth in the Loan Documents, including acceleration, the Bank upon default will have all other rights and remedies for default available by law or equity including foreclosure of this Mortgage. The Bank may declare the Obligations to be immediately due and payable.

The Bank may enforce its rights and remedies under this Mortgage upon default. A default will occur if the Mortgagee fails to comply with the terms of any Loan Documents (including this Mortgage or any guaranty by the Mortgagee), or a demand for payment is made under a demand loan, or the Mortgagee defaults on any other mortgage affecting the Land, or if any other obligation fails to comply with the terms of any Loan Documents for which the Mortgagee has given the Bank a guaranty or pledge. Upon occurrence of a default, the Bank may declare the Obligations to be immediately due and payable.

ARTICLE IV. DEFAULTS AND REMEDIES

3.1 Bank Authorized to Perform for Mortgagee. If the Mortgagee fails to perform any of the Mortgagee's duties or covenants set forth in this Mortgage, the Bank may perform the duties or cause them to be performed, including without limitation signing the Mortgagee's name or paying any amount so required, and the cost, with interest at the default rate set forth in the Loan Documents, will immediately be due from the Mortgagee to the Bank from the date of expenditure by the Bank to date of payment by the Mortgagee, and will be one of the Obligations secured by this Mortgage. All acts by the Bank are hereby ratified and approved, and the Bank will not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

In addition to all other rights (including setoff) and duties of the Bank under the Loan Documents which are expressly incorporated herein as a part of this Mortgage, the following provisions will also apply:

ARTICLE III. RIGHTS AND DUTIES OF THE BANK

2.15 Waivers by Mortgagee. To the greatest extent that such rights may then be lawfully waived, the Mortgagee hereby agrees for itself and any persons claiming under the Mortgage that it will waive and will not, at any time, insist upon or plead or in any manner whatsoever claim or take any benefit or advantage of (a) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafter in force providing for the valuation or appraisal or appraisement of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) any law now or at any time hereafter made or enacted granting a right to redeem the Premises so sold or any part thereof or any rights of redemption from sale under any order or decree of foreclosure of this Mortgage; (d) any statute of limitations now or at any time hereafter in force; or (e) any right to require marshalling of assets by the Bank.

5.3 **Subrogation.** The Bank will be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.

5.4 **Choice of Law.** Foreclosure of this Mortgage will be governed by the laws of the state in which the Land is located. For all other purposes, the choice of law specified in the Loan Documents will govern.

5.5 **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

5.6 **Release of Rights of Dower, Homestead and Distributive Share.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

5.7 **Copy.** The Mortgagor hereby acknowledges the receipt of a copy of this Mortgage, together with a copy of each promissory note secured hereby, and all other documents executed by the Mortgagor in connection herewith.

5.8 **Corporate Seal.** If the Mortgagor is a corporation, the Mortgagor warrants and represents that unless a corporate seal is affixed to this Mortgage, the Mortgagor has no seal.

5.9 **Entire Agreement.** This Mortgage is intended by the Mortgagor and the Bank as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

5.10 **Purchase Money Mortgage.**

This Mortgage is a purchase money mortgage as defined by Iowa Code Section 654.12B.

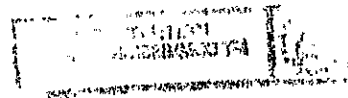
5.11 **Construction Mortgage.**

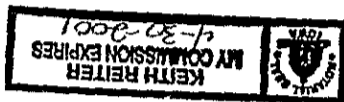
This Mortgage secures an obligation incurred for the construction of an improvement on land including the acquisition cost of the land, and is a "construction mortgage" within the meaning of Section 554.9313 of the Iowa Uniform Commercial Code. This Mortgage also secures loans or advancements made to 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.

5.12 **Nonstatutory Liens.** Mortgagor hereby represents, warrants and agrees that the liens granted hereby are not the type of lien referred to in Chapter 575 of the Iowa Code, as now enacted or hereafter modified, amended or replaced. Mortgagor, for itself and all persons claiming by, through or under Mortgagor, agrees that it claims no lien or right to a lien of the type contemplated by Chapter 575 or any other chapter of the Code of Iowa and further waives all notices and rights pursuant to said law with respect to the liens hereby granted, and represents and warrants that it is the sole party entitled to do so and agrees to indemnify and hold harmless Bank from any loss, damage, and costs, including reasonable attorney fees, threatened or suffered by Bank arising either directly or indirectly as a result of any claim of the applicability of said law to the liens hereby granted.

5.13 **Joint and Several.** If Mortgagor is more than one person or entity, then references herein to Mortgagor, Mortgagor's obligations, and other like references shall refer to each separate person or entity and to all persons and entities jointly and severally. Loans or advances to any one Mortgagor are secured hereby as provided herein.

[SEE SIGNATURE PAGE ON REVERSE SIDE]





(Notarial Seal)

Printed Name: Keith Reiter
Notary Public, State of: IOWA
My commission expires:

married individual or a single individual) of N/A (Name of entity on whose behalf the document was executed; use N/A if individual)

as husband and wife (Type of authority, if any, e.g., officer, trustee; if an individual, state a

This instrument was acknowledged before me on July 20, 1999 by DON L BRILL and KRISTI K BRILL (Name(s) of person(s))

STATE OF IOWA }
COUNTY OF POLK }
ss.

(Type or Print Name) Mortgagee

Dated:

(Type or Print Name) Mortgagee

Dated:

Complete if the Mortgaged Property includes the "homestead," within the meaning of Chapter 561 of the Iowa Code and is "agricultural land" as defined in Section 9H.1 of the Iowa Code, or dwellings, buildings, or other appurtenances located on the land];
I (WE) UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I (WE) VOLUNTARILY GIVE UP MY (OUR) RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

(Bank Address) FIRSTSTAR BANK, N. A.
222 SECOND AVENUE, SE
CEDAR RAPIDS, IA 52401

(Mortgagor Address) 1694 MCBRIDE RD
WINTERSSET, IA 50273

Name and Title N/A

By N/A

Name and Title N/A

By

a

(Mortgagor Name (Organization)) N/A

NOTE: If individuals are married, both spouses must sign.

Mortgagor Name KRISTI K BRILL

(Individual Mortgagor) *Kristi K Brill*

Mortgagor Name DON L BRILL

(Individual Mortgagor) *Don L Brill*

IN WITNESS WHEREOF, the undersigned has/have executed this MORTGAGE as of JULY 20, 1999

4007291

SECOND MORTGAGE RIDER TO MORTGAGE

Mortgagor: DON L BRILL
KRISTI K BRILL

Bank: FIRSTAR BANK, N. A.

The following provisions are hereby made a part of the Mortgage to which this Rider is attached:

This Mortgage is subordinate to the lien of that Mortgage dated MAY 7, 1998, in the amount of \$ 345,600.00 given by Mortgagor to BRENTON MORTGAGES, INC.

(the "Prior Mortgage"). Mortgagor represents and warrants that no default has occurred or presently exists under the Prior Mortgage or the note or any agreement secured thereby and that this Mortgage shall not constitute a default thereunder. Mortgagor covenants and agrees to faithfully perform all obligations of the Prior Mortgage and the note or other agreement secured thereby. Mortgagor agrees that it will not enter into any amendment, extension or modification of the Prior Mortgage or the note or any other agreement secured thereby without the prior written consent of Bank. Mortgagor further agrees to furnish Bank, promptly after receipt, copies of all notices of default or delinquency received by Mortgagor from the holder of the Prior Mortgage. Mortgagor further agrees that a default in any of the terms and conditions of the Prior Mortgage or the note or any other agreement secured thereby, or in the terms and provisions of this paragraph, shall at the option of Bank constitute a default under this Mortgage and the Note. In the event of any such default in any of the terms and conditions of the Prior Mortgage or the note or any other agreement secured thereby, Bank may in its discretion and at its sole option cure such default and any sums incurred or expended relative thereto by Bank shall become immediately due and payable and shall be secured by the lien of this Mortgage with interest at the default rate specified in the Note.

[Prior Mortgage to other lender.]

4/98

1222A © Firststar Corporation 1998 61

PARCEL "H" LOCATED IN THE SOUTHWEST QUARTER (1/4) OF SECTION THREE (3), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE ON AN ASSUMED BEARING OF NORTH 00°07'32" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION THREE (3) A DISTANCE OF 1113.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°07'32" EAST ALONG SAID WEST LINE A DISTANCE OF 535.25 FEET; THENCE SOUTH 89°52'28" EAST 438.00 FEET; THENCE NORTH 06°33'07" EAST 547.81 FEET; THENCE SOUTH 80°34'27" EAST 877.66 FEET; THENCE SOUTH 03°15'11" WEST 936.15 FEET; THENCE SOUTH 90°00'00" WEST 1314.37 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION THREE (3) AND THE POINT OF BEGINNING, CONTAINING 25.98 ACRES AND SUBJECT TO A MADISON COUNTY HIGHWAY EASEMENT OVER THE WESTERLY 0.44 ACRES THEREOF.

PROPERTY LOCATED AT 1694 MCBRIDE, WINTERSSET, IOWA, MADISON COUNTY

Legal Description of Land:

Bank: FIRSTSTAR BANK, N. A.

Mortgagor: DON T BRILL
KRISTI K BRILL

EXHIBIT A TO MORTGAGE
(Legal Description)

4007291

EXHIBIT B TO MORTGAGE
(Permitted Encumbrances)

4007291

Mortgagor: DON L BRILL
KRISTI K BRILL

Bank: FIRSTAR BANK, N. A.

Permitted Encumbrances:

\$345,600.00 REAL ESTATE MORTGAGE DATED MAY 7, 1998 IN FAVOR OF: BRENTON
MORTGAGES, INC.