

REC# 56  
AUD# \_\_\_\_\_  
R.M.F.# 100

001593  
FILED NO. \_\_\_\_\_  
BOOK 212 PAGE 852  
1999 OCT 19 PM 3:45  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Norwalk Cumming State Bank  
New Virginia Office  
501 West St, PO Box 212  
New Virginia, Ia 50210

COMPUTER ✓  
RECORDED ✓  
COMPARED ✓

HOUSING ASSISTANCE PROGRAM LOAN AGREEMENT - FORGIVABLE MORTGAGE AND FORGIVABLE  
PROMISSORY NOTE DATED: October 11, 1999

LOAN AGREEMENT:

WHEREAS, Norwalk-Cumming State Bank established a HOUSING ASSISTANCE PROGRAM to assist with down payments for perspective home buyers or assist existing owner-occupants of single family residence in housing rehabilitation, and;  
WHEREAS, Terry C. Stills (hereinafter referred to as the OWNER(S)) qualifies under the HOUSING ASSISTANCE PROGRAM for a total forgivable loan of (\$2500.) for the purchase of a home, and;  
WHEREAS, a requirement of the HOUSING ASSISTANCE PROGRAM is for the repayment of the loan to be in the amount shown in the Promissory Note whenever the property is in non-compliance with any of the below listed four mutual covenants and promises.  
THEREFORE, in consideration of the awarding of the forgivable loan the mutual covenants and promises of the parties and other good and valuable consideration, Norwalk-Cumming State Bank and OWNER agree as follows:

1. The premises shall only be used for purposes consistent with sound land management and use; 2. The premises shall only be used for primary residential purposes; 3. The premises may not be leased, rented, or otherwise converted to income-generating status; and 4. Any transfer of ownership of said real estate shall result in the repayment of the down-payment rehabilitation assistance in the amount contained herein.

LOAN AGREEMENT EXECUTED BY:

OWNER: Terry C. Stills OWNER: \_\_\_\_\_  
Terry C. Stills

FORGIVABLE MORTGAGE:

NOTICE: This Mortgage secures credit in the amount of \$2500.00. Loans and advances up to this amount, together with interest, if applicable, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens and are subordinate to indebtedness to other creditors under previously recorded or filed mortgages and liens.

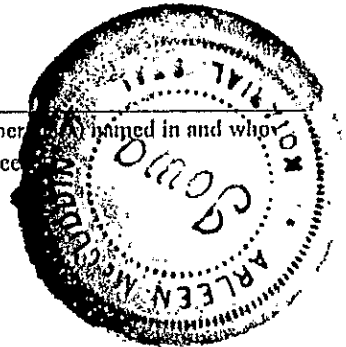
Terry C. Stills, mortgages and warrants to Norwalk-Cumming State Bank the following described property (address) 3058 Settlers Trl, St. Charles, Ia to secure the payment of the promissory note set out below, *the SE 1/4*  
LEGAL DESCRIPTION: Parcel "A" located in the Northwest Quarter (1/4) of Section 4, Township Seventy-four North, Range Twenty-six West of the 5th P.M., Madison County, IA, as shown in Plat of Survey filed in Book 3, Page 479 on Sept. 1, 1999, Office of Madison County Recorder  
IN WITNESS WHEREOF, said Mortgagors have hereunto set their hand the date above written,

Mortgagor: Terry C. Stills Mortgagor: \_\_\_\_\_



STATE OF Iowa:  
COUNTY OF Warren:

On this 11 day of Oct, personally appeared Terry C. Stills before me the undersigned, a Notary Public in and for the County and State to me known to be the identical person who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed. I have hereto set my hand and notary seal, the day and year last written above.



MY APPOINTMENT EXPIRES: Feb. 15, 2002

Notary Public: Arleen McCuddin  
Arleen McCuddin

FORGIVABLE LOAN PROMISSORY NOTE:

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of Norwalk-Cumming State Bank or ANY SUCCESSORS OR ASSIGNS, the sum of Twenty-five hundred (\$2500) as follows: (A) Should a violation occur of one or more of the above agreed to mutual covenants or promises from the date of this document to it's first year anniversary, 100% of the amount shown above shall be called due. (B.) Should a violation occur of one or more of the above agreed to mutual covenants or promises between the first and 2nd year anniversary of this instrument, 80% of the amount shown above shall be called due. (C.) Thereafter, during each consecutive year, the loan amount due, should a violation occur of one or more of the above agreed to mutual covenants or promises, shall be decreased 20% until completely forgiven.

PROMISSORY NOTE EXECUTED BY:

OWNER: Terry C. Stills OWNER: \_\_\_\_\_  
Terry C. Stills