

The Mortgagee covenants that (subject to any contract for deed described on the first page of this Mortgage) the Mortgagee shall lawfully seized of the Mortgaged Property in fee simple and has the right to convey the Mortgaged Property; that the Mortgaged Property is free from all liens and encumbrances except as otherwise listed above; that the Mortgagee shall quietly enjoy and possess the Mortgaged Property; that the Mortgagee will warrant and defend the title to the Mortgaged Property against all claims, whether now existing or hereafter arising, not expressly excepted above; and that all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. The covenants and warranties of this Section shall survive foreclosure of this Mortgage, and shall run with the Land.

The maximum principal amount which at any one time may be outstanding on the Obligation and secured by the Mortgage is \$ 180,000.00. This mortgage is is not a purchase money mortgage.

together with all other obligations of Mortgagee now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety and including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage (the Note or the Guaranty and all other such sums are hereinafter collectively referred to as the "Obligation"). Nothing herein contained shall imply any obligation on the part of the Mortgagee to make any such future loans.

a guaranty dated _____ in favor of the Mortgagee by the Mortgagee for the benefit of _____ (the "Borrower") in the amount of _____ and replacements or substitutions thereof (the "Guaranty");

a revolving credit note under which advances, payments and readvances may be made from time to time;

a promissory note of the Mortgagee dated 11/23/1999 to the Mortgagee in the amount of \$ 180,000.00 and any extensions, renewals or modifications thereof payable to the Mortgagee (the "Note"), including prepayment charges, if any, which promissory note is a single or multiple advance note, the proceeds of which may not be readvanced following payment; or

This Mortgage shall stand as security for the following:

together with all the buildings and improvements now or hereafter erected thereon, and all lighting, heating, ventilating, air-conditioning, sprinkling and plumbing fixtures, water and power systems, engines and machinery, boilers, ranges, ovens, dishwashers, carpeting, mirrors and mantels, furnaces, oil burners, elevators and motors, refrigeration plants or units, communication systems, dynamos, transformers, electrical equipment, storm and screen windows, doors, awnings and shades and all other fixtures of every description now or hereafter found or used upon the property above described or appurtenant thereto, all of which, together with replacements and additions thereto, shall be deemed fixtures and subject to the lien hereof, and together with all hereditaments, easements, appurtenances, rents, issues, profits, royalties and mineral, oil and gas rights now and hereafter pertaining to the Land and all of the foregoing, together with said Land, are hereinafter referred to as the "Mortgaged Property".

RECORD BOOK PAGE 1735
SUB

RELEASED
5-1-01
D. B. ...

See Attached Exhibit A

SUBJECT TO: Easements and restrictions of record, and _____

One Hundred Eighty Thousand and 0/100 Dollars (\$ 180,000.00) paid by the Mortgagee to the Mortgagee or at the direction of the Mortgagee, the receipt of which is hereby acknowledged, the Mortgagee does hereby mortgage, grant, bargain, sell and convey unto the Mortgagee, with power of sale, all the real property hereinafter called the "Land", located in the County of Madison _____, and State of Iowa described as follows:

In consideration of the sum of _____ Dollars

If this box is checked, NOTICE: This Mortgage secures credit in the amount of \$ 180,000.00. 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.

If this box is checked, this Mortgage also constitutes a Construction Mortgage as defined in the Iowa Uniform Commercial Code.

This Mortgage encumbers both real and personal property, contains an after-acquired property clause and secures present and future loans and advances.

(the "Mortgage"), a national banking association.

Norwest Bank Iowa, National Association

and _____

the "Mortgagee", a single person

Todd R. Hartzell

This Mortgage, Security Agreement and Fixture Financing Statement (the "Mortgage") is made this 11/23/1999 _____, between _____, and _____

NORWEST BANKS

00449399001

Mortgage, Security Agreement and Fixture Financing Statement (Iowa)

Des Moines, IA 50309

666 Walnut

JILL M. THEJLEN

This instrument was Prepared By:

REC-350
ADD-
RMF-
NICHILLE UTSLER
RECORDER
MADISON COUNTY, IOWA

FILED NO. 002174
BOOK 214 PAGE 57
1999 DEC -7 AM 11:56

COMPUTER
RECORDED
COMPARED

The Mortgagor further covenants and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST AND COMPLIANCE WITH OTHER AGREEMENTS.** The Mortgagor shall promptly pay or cause to be paid when due the Obligation, and all other indebtedness. The Mortgagor shall also promptly and faithfully observe all of its obligations under any other mortgage encumbering all or part of the Land and, if applicable, any promissory note, guaranty, or other term of contractual indebtedness secured by such other mortgage, whether junior or senior to the lien of this Mortgage, and any other obligations secured by a lien on the Land, whether arising consensually or by operation of law.
2. **FUNDS FOR TAXES AND INSURANCE.** If requested at any time or from time to time by the Mortgagee, the Mortgagor shall pay to the Mortgagee on the first day of each month, unless otherwise directed by the Mortgagee, until the Obligation is paid in full, a sum (to be called the "Funds") equal to one-twelfth of the yearly taxes and assessments levied against the Mortgaged Property, plus one-twelfth of yearly premium installments of insurance required under the Section on "Hazard Insurance" herein, all as estimated initially and from time to time by the Mortgagee, to be applied by the Mortgagee to pay said taxes, assessments and insurance premiums. No earnings or interest shall be payable to the Mortgagor on the Funds. Such Funds shall not be, nor be deemed to be, trust funds, and the Mortgagee shall have the right to hold the Funds in any manner the Mortgagee elects and may commingle the Funds with other moneys held by the Mortgagee.
 If the amount of the Funds held by the Mortgagee shall exceed at any time the amount deemed necessary by the Mortgagee to provide for the payment of taxes, assessments and insurance premiums as they become due, such excess shall, at the option of the Mortgagee, either be promptly repaid to the Mortgagor or be credited to the Mortgagor for monthly installments of Funds subsequently payable. If the amount of the Funds held by the Mortgagee shall not be sufficient at any time to pay taxes, assessments and insurance premiums as they become due, the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency upon notice from the Mortgagee to the Mortgagor requesting payment thereof, and the Mortgagee may apply such amounts in such order of application as the Mortgagee may determine. The Mortgagee shall have no obligation to make up any shortfall in the Funds if the Mortgagor fails to comply with the requirements of this Section. Upon the occurrence of any Event of Default, as defined herein, the Mortgagee may apply on the Obligation secured hereby, in such order of application as the Mortgagee may determine, any Funds then in the Mortgagee's possession. Upon payment in full of the Obligation, the Mortgagee shall promptly remit to the Mortgagor any Funds held by the Mortgagee.
 If the Mortgaged Property is sold as provided for herein after an Event of Default or the Mortgaged Property is otherwise acquired by the Mortgagee, the Mortgagee may apply any Funds then held by the Mortgagee as a credit against any taxes or insurance premiums then due or against the Obligation secured by this Mortgage, in such order of application as the Mortgagee may determine.
3. **PAYMENT OF CHARGES AGAINST THE PROPERTY.** The Mortgagor also agrees to pay, before a penalty might attach for nonpayment, all taxes and assessments and all other charges whatsoever levied upon or assessed by or placed against the Mortgaged Property, by making payment directly to the payee thereof, or, if the Mortgagee so requests, by making payment in accordance with the Section on "Funds for Taxes and Insurance" herein, and the Mortgagor will promptly deliver to the Mortgagee any official receipts received by the Mortgagor; to likewise pay all taxes, assessments and other charges, levied upon or assessed, placed or made against, or measured by, this Mortgage, or the recordation hereof, or the Obligation secured hereby, provided that the Mortgagor shall not be obligated to pay any such tax, assessment or charge if such payment would be contrary to law or would result in the payment of an unlawful rate of interest on the Obligation secured hereby. The Mortgagor shall promptly furnish to the Mortgagee all notices received by the Mortgagor of amounts due under this Section. In the event of the passage after the date of this Mortgage of any applicable law, creating or providing for any tax, assessment or charge which may not be lawfully paid by the Mortgagor, the Obligation secured hereby, together with interest due thereon, shall, at the option of the Mortgagee, become immediately due and payable.
4. **APPLICATION OF PAYMENTS.** All payments received by the Mortgagee under the Obligation or this Mortgage shall be applied by the Mortgagee in such order of application as the Mortgagee may determine.
5. **LIENS.** The Mortgagor shall keep the Mortgaged Property free from all liens, whether prior or subordinate to this Mortgage, other than the lien of current real estate taxes and installments of official assessments with respect to which no penalty is yet payable; provided, however, that the Mortgagor shall not be required to discharge any lien so long as the Mortgagor (i) shall agree to the payment of the obligations secured by such lien in a manner acceptable to the Mortgagee, or (ii) shall, in good faith, contest such lien by appropriate legal proceedings which shall operate to prevent the enforcement of the lien or forfeiture of the Mortgaged Property or any part thereof, and shall also give such reasonable security to Mortgagee as may be demanded by Mortgagee to insure compliance therewith. The Mortgagee may in its sole discretion defend the lien of this Mortgage and all costs and attorneys' fees incurred by Mortgagee in said defense shall be reimbursed by the Mortgagor or added to the Obligation. Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.
6. **HAZARD INSURANCE.**
 - (a) The Mortgagor, at its sole cost and expense, shall maintain insurance as follows
 - (i) If this is a Construction Mortgage, during the period of construction, the Mortgagor will maintain builders risk insurance, written on the so-called "builder's risk-completed value basis", in an amount equal to 100% of the insurable value of the Mortgaged Property at the date of completion, and with coverage available on the so-called "all risk", non-reporting form of policy; provided that, to the extent that any contractor for such construction shall provide a duplicate insurance policy or builder's risk policy or certificate of insurance showing that the same coverage as is herein required is being carried by such contractor and adequately protects the interest of the Mortgagee and the Mortgagor with respect to the Mortgaged Property or a part thereof, the insurance provided for by this subparagraph with respect to the Mortgaged Property or such part thereof shall not be required while the Mortgaged Property or part thereof is so insured. The Mortgagee's interest shall be protected in accordance with a standard mortgagee clause.
 - (ii) If this is a Construction Mortgage, during the period of construction, comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, complete operations and contractual liability insurance) against bodily injury and property damage in amounts satisfactory to the Mortgagee. If this is not a Construction Mortgage, or upon completion of construction, the Mortgagor will maintain comprehensive general public liability insurance and property damage liability insurance in amounts satisfactory to the Mortgagee to protect the Mortgagor from claims (including all costs and expenses of defending the same) for personal injury, sickness, disease or death to or for damage or injury to or destruction of property (including loss of use thereof) occurring in, on or about the Mortgaged Property.
 - (iii) If this is not a Construction Mortgage, or upon completion of construction, the Mortgagor will maintain insurance on the buildings and other improvements now existing or hereafter erected on the Land and on the fixtures and personal property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as the Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligation. At the Mortgagor's option, such policy may have a coinsurance clause of not less than 90% of Replacement Cost provided the policy contains an appropriate form of cost escalation endorsement. The Mortgagor will at its sole cost and expense, from time to time, and at any time at the request of the Mortgagee, provide the Mortgagee with evidence satisfactory to the Mortgagee of the replacement cost of the Mortgaged Property.
 - (iv) If this is a Construction Mortgage, during the period of construction, the Mortgagor will maintain worker's compensation insurance with respect to all employees of Mortgagor and each contractor; and, if this is not a Construction Mortgage, or upon completion of construction, the Mortgagor will maintain workers compensation insurance with respect to all employees of the Mortgagor.
 - (v) At all times, the Mortgagor will maintain such other insurance as the Mortgagee may reasonably require.
 - (b) All insurance policies and renewals thereof maintained by the Mortgagor pursuant to this Mortgage shall be written by an insurance carrier satisfactory to the Mortgagee, contain a mortgagee clause in favor of and in form acceptable to the Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days' prior written notice to the Mortgagee, and be reasonably satisfactory to the Mortgagee in all other respects.
 - (c) If requested by the Mortgagee, the Mortgagor will deliver to the Mortgagee original policies satisfactory to the Mortgagee evidencing the insurance which is required under this Mortgage, and the Mortgagor shall promptly furnish to the Mortgagee all renewal notices and, upon request of the Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, the Mortgagor shall deliver to the Mortgagee a renewal policy in form satisfactory to the Mortgagee. If the Mortgagor has a blanket insurance policy in force providing coverage for several properties of the Mortgagor, including the Mortgaged Property, the Mortgagee will accept a Certificate of Insurance, together with a certified copy of such blanket insurance policy, provided, the certificate sets forth the amounts of insurance and coverage (and such amounts are at least equal to the amounts required herein), the original policy or policies of insurance are written by a carrier or carriers acceptable to the Mortgagee, such policies insure the Mortgaged Property against the risks set forth herein, and such certificate provides that the policy or policies referred to therein cannot be amended, modified or canceled without thirty (30) days' prior written notice to the Mortgagee.
 - (d) If the Mortgaged Property is sold at a foreclosure sale or if the Mortgagee shall require title to the Mortgaged Property, the Mortgagee shall have all of the right, title and interest of the Mortgagor in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

12. MORTGAGEE'S REMEDIES CUMULATIVE. All remedies of the Mortgagee are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently or independently, and as often as the occasion therefor arises.

13. SUCCESSORS AND ASSIGNS BOUND; NUMBER; GENDER; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, legal representatives, successors and assigns of the Mortgagee and the Mortgagor. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants and agreements of the Mortgagor shall be joint and several; provided, however, that if the Mortgagor is an individual nothing contained in this Mortgage shall in any way obligate a spouse of the Mortgagor to pay the Obligation unless such spouse also signs the agreement that evidences the Obligation. The captions and headings of the Sections of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. NOTICE. Any notice from the Mortgagee to the Mortgagor under this Mortgage shall be deemed to have been given by the Mortgagee and received by the Mortgagor, when mailed by certified mail by the Mortgagee to the Mortgagor at the address of the Mortgagee set forth in the Section for "Fixture Filing," or at such other address as the Mortgagor may designate to the Mortgagee. Any notice from the Mortgagor to the Mortgagee under this Mortgage shall be deemed to have been given by the Mortgagor and received by the Mortgagee when received by the Mortgagee at the address of the Mortgagee set forth in the Section for "Fixture Filing," or at such other address as the Mortgagee may designate to the Mortgagor.

15. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the laws of the State of Iowa. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage which can be given effect without the conflicting provisions and, to this end, the provisions of the Mortgage are declared to be severable. In the event that any applicable law in effect on the date of the execution of this Mortgage limits the amount of interest or other items which may be lawfully charged against the Mortgagor and is interpreted in a manner such that any payment provided for in this Mortgage or in the Obligation (whether considered separately or together with other payments that are considered a part of this transaction) violates such law, such payment is hereby reduced to the extent necessary to eliminate such violation if the Mortgagor is entitled to the benefit of such law.

16. DEFAULT. Each of the following occurrences shall constitute an event of default under this Mortgage (each an "Event of Default");

- (a) Any amount payable under the Obligation is not paid when due, after giving effect to any applicable grace period therein;
- (b) The Mortgagor is otherwise in default under the terms of the Obligation;
- (c) The Mortgagor fails to perform or observe any of the covenants, agreements, or conditions contained in this Mortgage;
- (d) Any representation or warranty made by the Mortgagor in this Mortgage is untrue or misleading in any material respect; or
- (e) The Mortgagor sells or transfers, or agrees to sell or transfer all or any part of the Mortgaged Property or any interest therein, or is divested of Mortgagor's title, or any interest therein, in any manner or way, whether voluntarily or involuntarily, without the prior written consent of the Mortgagee.

17. ACCELERATION AND FORECLOSURE. Upon the occurrence of an Event of Default or at any time afterward until such Event of Default is cured to the satisfaction of the Mortgagee, the Mortgagee may, at its option, exercise any of the following rights and remedies (and any other rights and remedies available to it by agreement, at law or in equity):

- (a) The Mortgagee may declare immediately due and payable the Obligation secured by this Mortgage, which will immediately become due and payable without presentment, demand, protest, notice of dishonor or any other kind of notice, all of which Mortgagor expressly waives. Receipt of partial payment of the Obligation after the Mortgagee has declared the Obligation due and payable as provided herein shall not operate as a waiver of such right.
- (b) The Mortgagor shall have and may exercise with respect to all fixtures which are part of the Mortgaged Property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Iowa. If notice to the Mortgagor of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to the Mortgagor at least ten (10) days prior to the date of intended disposition. The Mortgagor shall pay on demand all costs and expenses incurred by the Mortgagee in exercising such rights and remedies, including without limitation, reasonable attorneys' fees and legal expenses.
- (c) The Mortgagor hereby authorizes and empowers the Mortgagee to foreclose this Mortgage in accordance with the law of the State of Iowa, and in connection therewith:
 - (i) 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 Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the rents and profits accruing therefrom, and to rent or cultivate the same as the Mortgagee may deem best for the interest of all parties concerned, and such receiver shall be liable to account to the Mortgagor 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 Obligation.
 - (ii) In the event of foreclosure of this Mortgage and sale of the property by sheriff's sale in said foreclosure proceeding, the period of redemption after such sale shall be reduced to six months provided the Land comprises less than ten (10) acres and the Mortgagee waives in the foreclosure action any rights to a deficiency judgment against the Mortgagor which might arise out of the foreclosure proceedings.
 - (iii) The court in a decree of foreclosure may find affirmatively that the Mortgaged Property has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure. Should the court so find and if the Mortgagee shall waive any rights to a deficiency judgment against the Mortgagor or its successors in interest in the foreclosure action, then the period of redemption after foreclosure shall be reduced to sixty (60) days.
- (d) The Mortgagee may add any costs and expenses incurred by it in foreclosing this Mortgage and collecting on the Obligation, including legal fees and costs to the maximum extent allowed by law, expenses for environmental testing or investigations, and for appraisals, which expenses the Mortgagor agrees to pay and which may be added to the Obligation secured by this Mortgage.

18. MISCELLANEOUS RIGHTS OF MORTGAGEE. The Mortgagee may at any time and from time to time, without notice to the Mortgagor, release any person liable for payment of the Obligation or any part of the Obligation, extend the time or agree to alter the terms of payment of the Obligation, accept additional security of any kind, release any property securing the Obligation, consent to the making of any plat or map of the Mortgaged Property or the creation of any easement thereon or any covenants restricting use or occupancy, or alter or amend the terms of this Mortgage in any way. No such release, modification, addition or change shall affect the liability of any person other than the person so released for payment of any of the Obligation, nor affect the priority and lien status of this Mortgage upon any of the Mortgaged Property not so released. Any personal property remaining upon the Mortgaged Property, after such Mortgaged Property has been possessed or occupied by the Mortgagee or its agent following foreclosure of this Mortgage or under any deed in lieu of foreclosure shall be conclusively presumed to have been abandoned by the Mortgagor or any other former owner; and the Mortgagee shall not in any way incur any liability or obligation to the Mortgagor or former owner by reason of any action which the Mortgagee in its sole discretion chooses to take with respect to said personal property; provided, however, that in no event shall the Mortgagee be required to take any affirmative action in preserving, protecting or otherwise overseeing the deployment or storage of said personal property, nor shall the Mortgagee incur any liability to the Mortgagor or former owner of said personal property because of failure to take any such affirmative action with respect to said personal property.

19. ADDITIONAL LOANS. In addition to the payment of the Obligation, this Mortgage shall also secure the payment of all other advances heretofore or at any time hereafter made to the Mortgagor by the Mortgagee and the payment of all other indebtedness of every type and description now or hereafter owing by the Mortgagor to the Mortgagee, unless (in the case of any such indebtedness) the Mortgagee agrees otherwise in writing. Nothing herein contained shall imply any requirement on the part of the Mortgagee to make any such additional advance to the Mortgagor.

20. SECURITY INTEREST. This Mortgage shall constitute a security agreement with respect to (and the Mortgagor hereby grants the Mortgagee a security interest in) all personal property and fixtures included in the Mortgaged Property as more specifically described in the first paragraph on the first page hereof. The Mortgagor will from time to time, at the request of the Mortgagee, execute any and all financing statements and continuation statements covering such personal property and fixtures (in a form satisfactory to the Mortgagee) which the Mortgagee may reasonably consider necessary or appropriate to perfect its security interest.

21. FUTURE FILING. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Mortgaged Property (as more particularly described in the granting clause of this Mortgage) which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

(a) Name and Address of Debtor/Mortgagor: Todd R. Hartsell
 (b) Name and Address of Secured Party/Mortgagee: Norwest Bank Iowa, National Association

1823 Green Park Cir
Ankeny, IA 50021
666 Walnut
Des Moines, IA 50309

(c) Debtor's/Mortgagor's Social Security Number/Federal Taxpayer I.D. Number [REDACTED]
 (d) This document covers goods which are or are to become fixtures.
 (e) The name of the record owner of the Land is the Debtor/Mortgagor described above.

22. ENVIRONMENTAL REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION, INSPECTION AND TESTING. The Mortgagor represents and warrants that, except as disclosed in writing to Mortgagee at closing and except where the Mortgagor has obtained the requisite local, state, and/or federal permits and approvals, Mortgagee does not and will not generate nor have in Mortgagee's possession any hazardous or toxic wastes, chemicals or other substances, the generation or possession of which are governed by local, state and/or environmental laws, ordinances, decrees, regulations and statutes (to be referred to as "Environmental Wastes"). Mortgagee further represents and warrants that Mortgagee is not presently the subject of any environmental inquiry, litigation, administrative proceeding or threat thereof by a governmental authority or other party, and that Mortgagee shall promptly notify the Mortgagee of same if any of the foregoing does occur. Mortgagee also represents and warrants to Mortgagee that Mortgagee is not subject to any judgment, decree, order or citation relating to or arising out of a violation of local, state or federal environmental laws or regulations. Mortgagee shall also provide Mortgagee when applicable with copies of all appropriate environmental permits and approvals.

Mortgagor warrants and represents that there are not now, nor to the Mortgagee's knowledge after reasonable investigation, have there ever been Environmental Wastes stored, deposited, treated, recycled or disposed of on, under, or at the Mortgaged Property (including tanks or other facilities thereon containing such materials), which materials or contained materials, if known to be present on the property or present in soils or ground water, would require clean up, removal, or other remedial action under environmental laws. The Mortgagor will indemnify and hold harmless the Mortgagee, its successors, assigns, employees, agents, parent, affiliates and subsidiaries, and each of them, from any and all claims, suits, damages, liabilities and expenses arising out of or in connection with any alleged or actual pollution or contamination of the ground, water or air of, on or near the Mortgaged Property. Upon Mortgagee's request, Mortgagee will periodically provide environmental assessments or compliance audits and agrees that Mortgagee may at any time hire the services of an environmental consulting and/or testing company to inspect the Mortgaged Property with the costs thereof to be charged to the Mortgagee. Mortgagee shall not rely on such inspection nor shall Mortgagee be relieved thereby of conducting Mortgagee's own environmental audit or taking such other steps as are necessary to comply with environmental laws and regulations. If the Mortgaged Property is used for residential purposes, the preceding shall not apply to the presence, use, or storage on the Mortgaged Property of small quantities of Environmental Wastes that are generally recognized to be appropriate to normal residential uses and to maintenance of the Mortgaged Property.

23. PRODUCTION OF DOCUMENTS. The Mortgagor shall, while this Mortgage is in full force and effect, furnish the Mortgagee with such documents, instruments and papers as the Mortgagee may reasonably request from time to time in order for the Mortgagee to effectuate a sale or a participation in all or any portion of the Obligation.

24. WAIVER OF MARSHALLING. The Mortgagor, any party who consents to this Mortgage and any party who nor or hereafter acquires a lien on the Mortgaged Property and who has actual or constructive notice of this Mortgage hereby waives any and all rights to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

25. FURTHER ASSURANCES. At any time and from time to time until payment in full of the Obligation, the Mortgagor will, at the request of the Mortgagee, promptly execute and deliver to the Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of the Mortgagee with respect to the Mortgaged Property, including, without limitation, additional security agreements, financing statements, and continuation statements. Any expenses incurred by the Mortgagee in connection with the preparation and recording of any such instruments, including, but not limited to reasonable attorneys' fees, shall be included in the Obligation. Unless the Mortgagor and the Mortgagee agree in writing to other terms of repayment, such amounts shall be immediately due and payable.

26. HOMESTEAD RIGHTS OF MORTGAGOR. THE MORTGAGOR UNDERSTANDS THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, AND THAT BY SIGNING THIS MORTGAGE, THE MORTGAGOR VOLUNTARILY GIVES UP ITS RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

Signature [Signature] Dated 1-23-99
 Name and Title (if applicable) Todd R. Hartsell
 Signature [Signature] Dated _____
 Name and Title (if applicable) _____

27. ADDITIONAL COVENANTS. The Mortgagor further covenants and agrees as set forth on any rider attached to this Mortgage and made a part hereof.

IN WITNESS WHEREOF, the Mortgagor has duly executed this Mortgage and acknowledges receipt of a copy of this document as of the day and year first-above written.

Signatures
 Mortgagor's Name Todd R. Hartsell
 Signature [Signature]
 Name and Title (if applicable) Todd R. Hartsell
 Signature [Signature]
 Name and Title (if applicable) _____

Name and Title (if applicable) _____
 Signature _____
 Name and Title (if applicable) _____
 Signature _____

*Type or print names (and, if applicable, title) below all signatures

State of Iowa)
) ss.
County of Polk)

On this 23rd day of November, A.D. 1999, before me
~~Cynthia L. Cave~~ Mark Fasse, personally appeared
Todd R. Hartsell, to me known to be the person named in and who executed the
foregoing instrument, and acknowledged that he executed the same as voluntary act and deed.



Mark Fasse
*

Notary Public in the State of Iowa

State of _____)
) ss.
County of _____)

On this _____ day of _____, A.D. _____, before me _____
_____, personally appeared _____
_____, to me known to be the person named in and who executed the
foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

*

Notary Public in the State of _____

*Type or print name (and, if applicable, title) below all signatures

EXHIBIT 'A'

Borrower: Todd Hartsell

Legal Description:

Parcel "C" a portion of the existing Parcel "A", located in the Northeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Center of Section 26, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence North 0°10'11" East along the West Line of the Northeast Quarter (1/4) of said Section 26, 2152.24 feet; thence South 89°48'06" East, 2099.66 feet; thence South 0°45'32" West, 836.86 feet to a point on the South right-of-way (ROW) line of Iowa Highway 92; thence South 75°56'18" West along said ROW line, 943.33 feet; thence Southwesterly along said ROW line 1056.35 feet along a 1399.39 foot radius curve concave Southeasterly with a chord of South 54°18'48" West, 1031.45 feet; thence South 32°41'18" West along said ROW line, 511.20 feet; thence Southwesterly along said ROW line 56.63 feet along a 1942.86 foot radius curve concave Northwesterly with a chord of South 33°31'25" West, 56.63 feet to a point on the South line of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section 26; thence North 89°44'21" West along the South line of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section 26, 34.75 feet to the Point of Beginning. Said Parcel contains 59.999 acres, including 4.952 acres of Iowa Highway 92 right-of-way.