DAN: 7810036021

CORD & RETURN TO: FIRSTAR HOME MORTGAGE CORPORATION 1550 EAST 79TH STREET BLOOMINGTON, MN 55425

pared by:

KELLIE SNYDER

IRSTAR HOME MORTGAGE CORPORATION 100 WESTOWN PARKWAY IST DES MOINES, IA 50266

RECORDED COMPARED FILED NO. 1988 BOOK 194 PAGE 222 97 NOV 24 AHII: 17

MICHELLE UTSLER RECORDER AADISON COUNTY, 10W

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

. The mortgagor is

TEVEN M. PAULY AND PATRICIA R. PAULY , HUSBAND AND WIFE

orrower"). This Security Instrument is given to

FIRSTAR HOME MORTGAGE CORPORATION

ich is organized and existing under the laws of

THE STATE OF WISCONSIN

, and whose

ress is 809 south 60th street, suite 210, west allis, wi 53214

("Lender"). Borrower owes Lender the principal sum of

WE HUNDRED FOUR THOUSAND AND NO/100

Dollars (U.S. \$

104,000.00

s debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly ments, with the full debt, if not paid earlier, due and payable on DECEMBER 1,2027 . This Security trument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and difications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the te. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Iowa: MADISON

SEE EXHIBIT A

ich has the address of 1931 265TH STREET, WINTERSET

[Street, City],

50273

[Zip Code] ("Property Address");

VA - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3016 9/90

-6R(IA) (9506)

Amended 5/91

VMP MORTGAGE FORMS - (800)521-7291



THER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and v or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. Dregoing is referred to in this Security Instrument as the "Property."

DWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, onvey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited y jurisdiction to constitute a uniform security instrument covering real property.

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

nent of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

is for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to he day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes ients which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments ents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if rly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items.", at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related an may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as m time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or accordance with applicable law.

ids shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including ender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow er may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, ender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by onnection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law rest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an inting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was unds are pledged as additional security for all sums secured by this Security Instrument.

inds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for unds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay in amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve ments, at Lender's sole discretion.

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

cation of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs l be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; est due; fourth, to principal due; and last, to any late charges due under the Note.

ges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property ttain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these n the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the l payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If ikes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

Form 3016 9/90 Initials: SMP XX

(9506)

Page 2 of 6

Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property a against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or ing, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender es. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not treasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain age to protect Lender's rights in the Property in accordance with paragraph 7.

Il insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid turns and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender nake proof of loss if not made promptly by Borrower.

Inless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the rty damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums ed by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the rty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then er may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured is Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Inless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone to date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph e Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the exty prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately to the acquisition.

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

'. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a æding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay hatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include ig any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable neys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender not have to do so.

any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security iment. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of interest at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security iment, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the gage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to n coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If antially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to welfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Form 3016 9/90 initials: 5MP

-6R(IA) (9506)

ay no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the equired to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage ids in accordance with any written agreement between Borrower and Lender or applicable law.

ection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give otice at the time of or prior to an inspection specifying reasonable cause for the inspection.

idemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any on or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and I to Lender.

vent of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this trument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of cured immediately before the taking, divided by (b) the fair market value of the Property immediately before the balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the mediately before the taking is less than the amount of the sums secured immediately before the taking, unless ad Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the d by this Security Instrument whether or not the sums are then due.

roperty is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an tile a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender 1 to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured rity Instrument, whether or not then due.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

rower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification ion of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of cured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any edy.

cessors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this strument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of 7. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or commodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

in Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the nit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower, choose to make this refund by reducing the principal owed under the Note or by making a direct payment to f a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge ote.

ices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it s mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or Idress Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's ed herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security hall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

rerning Law; Severability. This Security Instrument shall be governed by federal law and the law of the in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note h applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to

Form 3016 9/90 Initials: SMP XRX

(9506)

age 4 of 6

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is d or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without nder's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security strument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less n 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security trument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted

this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have forcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as plicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security trument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all ns which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any ault of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this curity Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security trument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured eby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of eleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security trument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or re changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be en written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and lress of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

ormation required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any zardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property t is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the perty of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses I to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any remmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any noval or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all

essary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by vironmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic ticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate realth, 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 any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless olicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) late, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) t failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform rrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the e specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this urity Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender Ill be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not ited 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 hout charge to Borrower.
- 23. Waivers. Borrower relinquishes all right of dower and waives all right of homestead and distributive share in and to the perty. Borrower waives any right of exemption as to the Property.

Form 3016 9/90 Initials: SMP XXX

) -6R(IA) (9506)

Page 5 of 6

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

lers to this Security Instrument, the covenants and its and agreements of this Selicable box(es)] djustable Rate Rider raduated Payment Rider alloon Rider A Rider	agreements of each such recurity Instrument as if the r	ider shall be incorpora rider(s) were a part of the n Rider Development Rider ment Rider	ated into and shall amend a	nd supplement Rider
3NING BELOW, Borrower executed by Borrower and		steven M. Pauly	ontained in this Security Ins M. Pawly	etrument and in(Seal) -Borrower
		PATRICIA R. PAG	Lauley	(Seal) -Borrower
•	(C1)		·	(0 - 1)
	(Seal) -Borrower			-Borrower
F IOWA,		Coun	ty ss:	
is 2/2t day of papeared leven M. Par	hovember.	1997, before me	, a Notary Public in the	State of Iowa,
teven M. Par	illy & fact	ich Fr. 7	alley, Mis	para wife
and acknowledged that	executed the	be me person(s) nar	med in and who executed Noluntary act and o	the foregoing
ission Expires:	•	Kille	Dryder.	
LIESNYL I. Canasione	JER N XPIRES	lotary Public in and for sai	d County and State	
A) (9506)	Page 6	of 6	F	orm 3016 9/90

EXHIBIT A

Parcel "D" in the Northwest Quarter (1/4) of Section Twenty-seven (27), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, which includes Parcel "A" and Parcel "B" and an easement as shown on a Plat of Survey filed in Book 3 Page 90 at the Madison County Recorder's Office more precisely described as follows: Commencing at the West Quarter Corner of Section 27, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence North 90° 00' 00" East along the South line of the Northwest Quarter (1/4) of said Section 27 which is also the centerline of a County Road to the Point of Beginning; thence continuing North 90° 00' 00" East along the South line of said Northwest Quarter (1/4) 825.00 feet; thence North 00° 00' 00" East 528.00 feet; thence North 90° 00' 00" West 825.00 feet; thence South 00° 00' 00" West 528.00 feet to the Point of Beginning containing 10.000 acres including 0.625 acres of County Road right-of-way.

