



### GENERAL POWER OF ATTORNEY

FILED NO. **2018**

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MICHELLE BUTSLER  
RECORDER  
MADISON COUNTY, IOWA

1. Designation of Attorney-in-Fact

I, Ethel F. Bates, of Winterset, Iowa  
appoint Gilbert G. Picken of Fairmont, Minnesota, and  
Roger A. Picken of Omaha, Nebraska

my Attorney-in-Fact. In the event my Attorney-in-Fact is unable to serve for any reason or if my Attorney-in-Fact is currently my spouse and we become legally separated or our marriage is dissolved, I name

of \_\_\_\_\_, as successor to my Attorney-in-Fact.  
Either Attorney-in-fact may exercise any or all of the powers set forth herein, singly or jointly with the other Attorney-in-fact.  
I hereby revoke any and all general powers of attorney that may have been previously executed by me, but specifically excepting any powers of attorney for health care decisions which I may have previously executed.

2. Powers of Attorney-in-Fact.

My Attorney-in-Fact shall have full power and authority to manage and conduct all of my affairs, with full power and authority to exercise or perform any act, power, duty, right or obligation I now have or may hereafter acquire the legal right, power and capacity to exercise or perform. The power and authority of my Attorney-in-Fact shall include, but not be limited to, the power and authority:

A. To buy, acquire, obtain, take or hold possession of any property or property rights and to retain such property, whether income producing or non-income producing;

B. To sell, convey, lease, manage, care for, preserve, protect, insure, improve, control, store, transport, maintain, repair, remodel, rebuild and in every way deal in and with any of my property or property rights, now or hereafter owned by me, and to establish and maintain reserves for improvements, upkeep and obsolescence; to eject or remove tenants or other persons and to recover possession of such property. This includes the right to convey or encumber my homestead legally described as follows:

**Lot Four (4) in Block One (1) of West Addition to the Town of Winterset, Madison County, Iowa.**

C. To pay my debts; to borrow money, mortgage and grant security interests in property; to complete, extend, modify or renew any obligations, either secured, unsecured, negotiable or non-negotiable, at a rate of interest and upon terms satisfactory to my Attorney-in-Fact; to lend money, either with or without collateral; to extend or secure credit; and to guarantee and insure the performance and payment of obligations of another person or entity;

D. To open, maintain or close accounts, brokerage accounts, savings and checking accounts; to purchase, renew or cash certificates of deposit; to conduct any business with any banking or lending institution in regard to any of my accounts or certificates of deposit; to write checks, make deposits, make withdrawals and obtain bank statements, passbooks, drafts, money orders, warrants, certificates or vouchers payable to me by any person or entity, including the United States of America, and expressly including the right to sell or cash U.S. Treasury Securities and Series E, EE, and H and HH Bonds;

E. To have full access to any safety deposit boxes and their contents;

F. To pay all city, county, state or federal taxes and to receive appropriate receipts therefore; to prepare, execute, file and obtain from the government income and other tax returns and other governmental reports, applications, requests and documents; to take any appropriate action to minimize, reduce or establish non-liability for taxes; to sue or take appropriate action for refunds of same; to appear for me before the Internal Revenue Service or any other taxing authority in connection with any matter involving federal, state or local taxes in which I may be a party, giving my Attorney-in-Fact full power to do everything necessary to be done and to receive refund checks; to execute waivers of the statute of limitations and to execute closing agreements on my behalf;

G. To act as proxy, with full power of substitution, at any corporate meeting and to initiate corporate meetings for my benefit as stockholder, in respect to any stocks, stock rights, shares, bonds, debentures or other investments, rights or interests;

H. To invest, re-invest, sell or exchange any assets owned by me and to pay the assessments and charges therefore; to obtain and maintain life insurance upon my life or upon the life of anyone else; to obtain and maintain any other types of insurance policies; to continue any existing plan of insurance or investment;

I. To defend, initiate, prosecute, settle, arbitrate, dismiss or dispose of any lawsuits, administrative hearings, claims, actions, attachments, injunctions, arrests or other proceedings, or otherwise participate in litigation which might affect me;

J. To carry on my business or businesses; to begin new businesses; to retain, utilize or increase the capital of any business; to incorporate or operate as a general partnership, limited partnership or sole proprietorship any of my businesses;

K. To employ professional and business assistants of all kinds, including, but not limited to, attorneys, accountants, real estate agents, appraisers, salesmen and agents;

L. To apply for benefite and participate in programs offered by any governmental body, administrative agency, person or entity;

M. To transfer to the trustee of any revocable trust created by me, if such trust is in existence at the time, any and all property of mine (excepting property held by me and any other person as joint tenants with full rights of survivorship), which property shall be held in accordance with the terms and provisions of the agreement creating such trust;

N. To disclaim any interest in property passing to me from person or entity;

O. To make gifts of any of my property or assets to members of my family; and to make gifts to such other persons or religious, educational, scientific, charitable or other nonprofit organizations to whom or to which I have an established pattern of giving; provided, however, that my Attorney-in-Fact may not make gifts of my property to himself or herself. I appoint \_\_\_\_\_ of \_\_\_\_\_ as my Attorney-in-Fact solely for the purpose of determining if a gift of my property to the Attorney-in-Fact appointed and acting hereunder is appropriate and to make any such gifts which are appropriate.

3. Construction.

This Power of Attorney is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts or powers shall not limit or restrict the general and all-inclusive powers that I have granted to my Attorney-in-Fact. All references to property or property rights herein shall include all real, personal, tangible, intangible or mixed property. Words and phrases set forth in this Power of Attorney shall be construed as in the singular or plural number and as masculine, feminine or neuter gender according to the context.

Any authority granted to my Attorney-in-Fact, however, shall be limited so as to prevent this Power of Attorney (a) from causing my Attorney-in-Fact to be taxed on my income; (b) from causing my estate to be subject to a general power of appointment (as that term is defined by Section 2041, Internal Revenue Code of 1986, as amended) by my Attorney-in-Fact; and (c) from causing my Attorney-in-Fact to have any incidents of ownership (within the meaning of Section 2042 of the Internal Revenue Code of 1986, as amended) with regard to any life insurance policies on the life of my Attorney-in-Fact.

4. Liability of Attorney-in-Fact.

My Attorney-in-Fact shall not be liable for any loss sustained through an error of judgment made in good faith, but shall be liable for willful misconduct or breach of good faith in the performance of any of the provisions of this power of attorney.

5. Compensation of Attorney-in-Fact.

The Attorney-in-Fact understands that this power of attorney is given without any express or implied promise of compensation to said Attorney-in-Fact. Any services performed as my Attorney-in-Fact will be done without compensation, either during my lifetime or upon my death, but the Attorney-in-Fact shall be entitled to reimbursement for all reasonable expenses incurred as a result of carrying out any provisions of this power of attorney.

6. Accounting by Attorney-in-Fact.

Upon my request or the request of any conservator appointed on my behalf or the personal representative of my estate, my Attorney-in-Fact shall provide a complete accounting as to all acts performed pursuant to this power of attorney.

7. Effective Date and Durability.

N.B. DELETE INAPPROPRIATE PORTIONS OF THE FOLLOWING PARAGRAPH. IF NO DELETIONS ARE MADE, THE PROVISIONS SET FORTH IN PARAGRAPHS B AND C SHALL BE DEEMED TO HAVE BEEN DELETED.

- A. This Power of Attorney shall be effective immediately, shall not be affected by my disability,
- B. This Power of Attorney shall become effective upon written certification by my physician that I am disabled,
- C. This Power of Attorney shall become effective \_\_\_\_\_, shall not be affected by my disability,

and shall continue effective until my death; provided, however, that this Power of Attorney may be revoked by me as to my Attorney-in-Fact at any time by written notice to such Attorney-in-Fact.

Dated November 29 199 3 at Winterset, Iowa

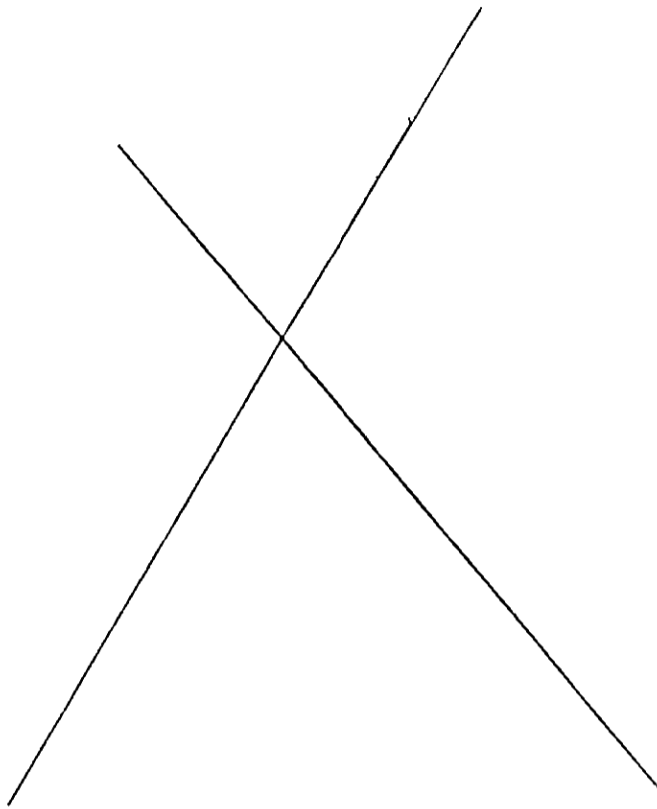
Ethel F. Bates  
Ethel F. Bates

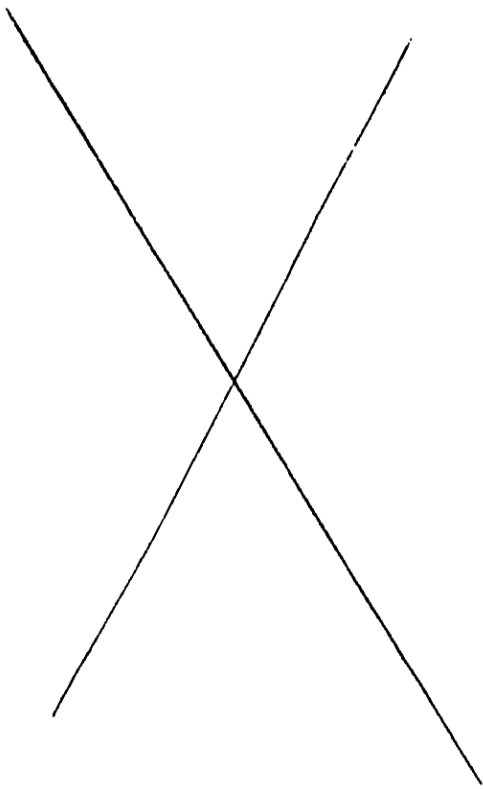
STATE OF IOWA, MADISON COUNTY, ss:

On this 29th day of November, 199 3 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ethel F. Bates, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that such person executed the same as such person's voluntary act and deed.

Jerrold B. Oliver  
Jerrold B. Oliver, Notary Public in and for said State.







Tradesmen Credit Union  
P.O. Box 1496  
Des Moines, IA 50306-1496

REC \$ 20.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

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COMPUTER   
RECORDED   
COMPARED

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

(Space above this line for Recording Data)

NOTICE: This Mortgage secures credit in the amount of \$ 72,545.26. 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. This Mortgage also secures necessary advances for protection of the security, interest and costs.

CONSUMER CREDIT CODE  
MORTGAGE

## MORTGAGE

1. **Parties & Grant of Mortgage & Security Interest.** For full and valuable consideration, receipt of which is hereby acknowledged Kenneth L. Kenoyer and Judith L. Kenoyer, husband and wife whose address is RT. 1, Cumming, Iowa 50061 hereinafter called Mortgagor, hereby assigns, sells, conveys, mortgages, and grants a security interest in the property herein described as the Mortgaged Property to Tradesmen Credit Union a corporation organized and existing under the laws of Iowa, having its principal place of business and post office address at 1400 2nd Avenue, Des Moines, Iowa 50314 its successors and assigns hereinafter called Mortgagee.

2. **Mortgaged Property.** The property hereby mortgaged (collectively called the Mortgaged Property) includes the following:

a. **Land.** The following described land situated in Madison County, Iowa, to-wit: Lot Nine (9) and the North Half ( $\frac{1}{2}$ ) of Lot Ten (10) of Hy-View Subdivision, an official plat of the subdivision of the South Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ); the South Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ), except the North 660 feet of the West 660 feet of said South Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ); the Northeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ); all in Section Ten (10), and also the Northeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Fifteen (15); all the above described tract being in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa, subject to easement for petroleum & natural gas pipeline

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b. **Real Estate & Personal Property.** All rights, privileges, easements, appurtenances, buildings, fixtures, and improvements on the land or that may hereafter be erected thereon, whether attached or detached; all gas, steam or electric heating, lighting, plumbing, ventilating, water, and power systems, appliances, refrigeration, air conditioning, fences, trees, shrubs, shades, rods, venetian blinds, awnings, fixtures and apparatus; all storm and screen windows and doors, and all other fixtures located on or used in connection with the land; all estates, contingent or vested, including reversions; all expectancies, homestead and dower rights in the land, the right of possession thereof, and all other rights thereto belonging, or in any way now or hereafter appertaining thereto, and the rents, issues, uses, profits and income therefrom, and all of the crops at any time raised thereon from the date of this agreement until the terms of this instrument are complied with and fulfilled and subrogation to the rights of any holder of a lien on said property where the money loaned by Mortgagee to Mortgagor is used to pay such lienholder. The assignment of rents herein granted is effective as of the date hereof and not just in the event of default.

c. **Other Property.**

**3. Obligations Secured.** This Mortgage secures the following (hereinafter collectively referred to as the "Obligations"):

a. The payment of the loan made by Mortgagee to Mortgagor evidenced by a Mortgage Note dated \_\_\_\_\_ February 9, 19 95, in the principal amount of \$ 72,545.26 with a due date of \_\_\_\_\_, 19\_\_\_\_\_, any renewals, extensions, modifications or refinancing thereof and any notes issued in substitution therefor; and

b. Any additional loans and advances for any purpose whatsoever which hereafter may be made under this Mortgage by the Mortgagee to the original Mortgagor (or either Mortgagor if more than one) while still record owner of the above property, said additional advances to have the same priority and rights as if made at this date; provided, however, that said additional loans and advances shall not include indebtedness incurred in a "consumer credit transaction" as defined in the Iowa Consumer Credit Code unless the loan specifically refers to this mortgage as constituting collateral therefore and the mortgagee has complied with all applicable laws as a result thereof.

c. Any advances made by the Mortgagee for the purpose of protecting its mortgage and security interest in the Mortgaged Property.

This paragraph shall not constitute a commitment to make additional loans in any amount.

Unless applicable law (or the Mortgage Note) provides otherwise, all payments received by Mortgagee shall be applied first to any protective advances made pursuant to Paragraph 3(c) then to late charges and after maturity interest then to interest and principal on any additional loans and advances made pursuant to Paragraph 3(b) then to interest and last to principal on the note referred to in Paragraph 3(a).

**4. Mortgagor's Representations & Warranties.** Mortgagor represents and warrants to mortgagee that:

a. The Mortgagor is lawfully seized of the Mortgaged Property in fee simple; that Mortgagor has good right and lawful authority to sell and convey the same; that the Mortgaged Property is free from all liens and encumbrances

(except a first mortgage held by \_\_\_\_\_

dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, in the original principal amount of U.S.

\$ \_\_\_\_\_); that the Mortgagee shall, and is hereby granted the right to quietly enjoy and possess the same; and Mortgagor hereby warrants and covenants to defend the title to the Mortgaged Property against all persons whomsoever.

b. There is not present on, in or under the Mortgaged Property or any improvements thereon any asbestos, urea formaldehyde foamed-in-place insulation, polychlorinated biphenyl ("PCBs"); or other hazardous or toxic materials the release or disposal of which is regulated by any law, regulation, code or ordinance (all of the foregoing being herein called "Hazardous Materials"), and that the Mortgaged Property has not in the past been used, is not presently being used, and will not in the future (for so long as the Mortgagor owns the same) be used for the handling, storage, transportation or disposal of any Hazardous Materials, that there are no known wells, solid waste disposal sites, or underground storage tanks on the Mortgaged Property.

**5. Mortgagor's Affirmative & Negative Covenants & Agreements.** Mortgagor, for itself and its heirs, successors and assigns and for the vendees of the Mortgaged Property hereby promises covenants, and agrees:

a. The Mortgagor will pay the principal of and the interest on the Obligations secured hereby at the times and in the manner therein provided to the extent not prohibited by law. The Mortgagor shall pay in case of suit the expense of continuation of abstract, and all expenses incurred by Mortgagee by reason of litigation with Mortgagor, his successors, or with third parties to protect the lien of this Mortgage.

b. The Mortgagor shall timely make all payments due under the first mortgage referred to in paragraph 4(a) hereof. The Mortgagor shall not increase the amount due under said first mortgage.

c. The Mortgagor will keep the improvements now existing or hereafter erected on the Mortgaged Property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee, provided, however, if the Mortgagee should at any time release the Mortgagor from the obligation to deposit with Mortgagee such policies and renewals thereof such release shall not act as a waiver of the right to in the future require such deposit. In the event of loss, Mortgagor will give immediate notice by mail to the Mortgagee who may make proof of loss is not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, at its option, either to the reduction of the obligations hereby secured or to the restoration or repair of the property damaged. In 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 Mortgagor 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 non-judicial foreclosure.

d. The Mortgagor agrees to pay all and singular the taxes, assessments, levies and encumbrances of every nature heretofore or hereafter assessed against the Mortgaged Property before they have become delinquent, and if the same be not promptly paid before they become delinquent, the Mortgagee or its representative may at any time pay the same and the official receipts for monies so paid shall be conclusive proof of the validity and amount of such taxes and assessments.

e. If now or hereafter demanded, the Mortgagor agrees to pay to the Mortgagee with each installment payment on the Mortgage Note an additional sum to pay taxes, assessments, premiums on insurance policies and fund and maintain the maximum cushion permitted by law. The additional payment shall be for the purpose of accumulating a fund with which to pay taxes, assessments, premiums on insurance policies and maintain the maximum cushion permitted by law.

f. If the taxes are not paid or the insurance not kept in force by Mortgagor, Mortgagee may pay such taxes and keep the property insured and recover immediately from Mortgagor the amount so expended. All monies so paid by the Mortgagee shall bear interest at the rate provided in the Mortgage Note but not more than any applicable interest rate limitation, if any, and shall be included as additional amounts secured by this Mortgage.

g. If this Mortgage is released of record, the release thereof shall be filed and recorded at the expense of the Mortgagor.

h. The signing of this Mortgage, and the Mortgage Note secured hereby, by the spouse of the owner is not only for the purpose of releasing dower or distributive share but also for the express purpose of creating personal liability of the spouse for the indebtedness evidenced by said Mortgage Note and secured by this Mortgage, and the

Mortgagee expressly relies upon the foregoing as a material and necessary representation and covenant by such spouse.

i. If at ~~any time~~ all or any portion of the above described Mortgaged Property shall be taken or damaged by condemnation proceedings under the power of eminent domain, all compensation awarded shall be paid directly to the Mortgagee and applied on the obligations.

j. If more than one party joins in the execution hereof as a Mortgagor, or any be of the feminine sex, the word Mortgagor, the pronouns and relative words herein used shall be read as if written in the plural or the feminine, respectively. The covenants herein contained shall bind, and the benefits and advantages inure to, the respective heirs, executors, administrators, successors, joint tenants, and assigns of the parties hereto.

k. In the event of the initiation of voluntary or involuntary proceedings by or against the Mortgagor under the United States Bankruptcy Law, as they may from time to time be amended, then the Mortgagee shall be entitled to adequate protection by payment or provision of additional security in an amount equal to the sum of the interest accruing from the date of filing at the rate specified in the Mortgage Note. The foregoing definition of adequate protection is agreed to because of a recognition that the rate of depreciation of the value of the collateral is difficult to determine.

l. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above-described premises, and waives any rights of exemption, as to any of said property.

m. Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.

n. Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purposes of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagor shall in no way rely or claim reliance thereon.

o. Mortgagor shall take good care of the Mortgaged Property; shall keep the building and personal property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the buildings or personal property during the term of this Mortgage. Mortgagor shall not make any material alteration to the Mortgaged Property without the prior written consent of Mortgagee.

p. If enactment or expiration of applicable laws has the effect of rendering any provision of the Mortgage Note or this Mortgage unenforceable according to its terms, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by this Mortgage.

q. The Mortgagor shall indemnify, defend and hold the Mortgagee harmless from and against any claim, loss or damage to which the Mortgagee may be subjected as a result of such past, present or future existence, use, handling, storage, transportation or disposal of Hazardous Materials, and the existence of wells and underground storage tanks. Unless previously delivered by the Mortgagor to the Mortgagee, the Mortgagee, at its sole option, may obtain, at the Mortgagor's expense, a report from a reputable environmental consultant of the Mortgagee's choice as to the presence of such wells, underground storage tanks and Hazardous Materials and as to whether the Mortgaged Property has been or presently is being used for the handling, storage, transportation or disposal of any Hazardous Materials. If the report indicates the presence of wells, underground storage tanks or Hazardous Materials or such past or present use, handling, storage, transportation or disposal of Hazardous Materials, the Mortgagee may require that all violations of law with respect thereto be corrected and/or that the Mortgagor obtain all necessary environmental permits therefor. The indemnification provided herein shall survive payment in full of the obligations.

r. Mortgagor will not sell or transfer all or any part of the Mortgaged Property or an interest therein without Mortgagee's prior written consent, excluding (1) the creation of a lien or encumbrance subordinate to this Mortgage; (2) the creation of a purchase money security interest for household appliances; (3) a transfer by devise, descent or operation of law upon the death of a joint tenant; and (4) the grant of any leasehold interest of three years or less not containing an option to purchase.

6. **Maturity Date.** Last payment on the Mortgage Note secured hereby is due the Until Paid In Full day of \_\_\_\_\_, 19\_\_\_\_\_.

7. **Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

8. **Notices.** Any notice to Mortgagor provided for in this Mortgage shall be given when delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Address shown in paragraph 1 hereof or any other address Mortgagor designates by notice to Mortgagee. Any notice to Mortgagee shall be given by first class mail to Mortgagee's address stated herein or any other address Mortgagee designates by notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this paragraph. Each Mortgagor, if married, hereby authorizes the Mortgagee and its agents to communicate with his or her spouse in connection with the transaction and the collection of the Obligations secured hereby and Mortgagor does hereby consent to such communications.

9. **Fixture Filing.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing and for this purpose the name and address of the Debtor is the name and address of Mortgagor as set forth herein and the name and address of the Secured Party is the name and address of the Mortgagee as set forth herein, this document covers goods which are or are to become fixtures and the above-named Debtor is the record owner of the Land.

10. **Default.** Any of the following shall constitute a breach which materially impairs the condition, value or protection of or the Mortgagee's right in the Mortgaged Property and shall evidence a material impairment of the Mortgagee's prospect of paying the obligation and therefore shall constitute an event of default hereunder ("Even of Default"):

a. Mortgagor shall fail to pay any installment of the obligations referred to in Paragraph 3 hereof within ten days of when it is due.

b. Any of Mortgagor's representations or warranties contained in Paragraph 4 hereof shall at any time be untrue.

c. Mortgagor shall default in the due observance or performance of or breach its affirmative and negative covenants and agreements contained in Paragraph 5 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage, or any amendment to this Mortgage or any other agreement executed in connection with or

d. Mortgagor shall make an assignment for the benefit of its creditors, or a petition shall be filed by or against Mortgagor under the United States Bankruptcy Code or Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.

e. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.

f. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

If a court should determine that one or more of the above do not constitute a default under the Iowa Consumer Credit Code, Mortgagor agrees that reinstatement of the obligations shall be the Mortgagor's sole remedy and Mortgagor shall not be entitled to any damages by reason of Mortgagee's exercise of any of its remedies provided for herein.

11. Remedies. If an Event of Default shall occur and, after mailing notice of Right to Cure if required by law, such event of default shall not be cured within the applicable cure time, if any, then Mortgagee may, at its option, without notice exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

- a. Mortgagee may declare all of the debt represented by the Obligations due and payable in full.
- b. The Mortgagee may unless prohibited by law foreclose this Mortgage by applicable nonjudicial procedures.
- c. The Mortgagee may exercise all the rights and remedies afforded a secured party under the Iowa Uniform Commercial Code.
- d. The Mortgagee may foreclose this Mortgage by judicial proceedings in accordance with the laws of the State of Iowa.

e. Mortgagee either before commencement of suit, or at any time thereafter, shall be entitled to the possession of the Mortgaged Property, and shall also be entitled to the appointment of a Receiver, who shall have the power and is hereby granted absolute authority to take and hold possession of all of the Mortgaged Property, to rent the same, and to collect the rents and profits therefrom for the benefit of Mortgagee, and such Receiver shall be appointed upon the application of Mortgagee by the court in which such action shall be brought, or by any judge of said court, at any time after the default of the Mortgagor in any of the provisions hereof, either independently of or in the connection with the commencement of foreclosure, or when suit is begun, or at any time thereafter, and such rights shall in no event be barred, forfeited or retarded by reason of delay, or of a judgment, decree, or sale ordered in any suit; and, further, such right to have such Receiver appointed upon application of said Mortgagee shall exist regardless of the solvency or insolvency of the Mortgagor or any of them, and irrespective of the value of said premises, or of the rents and profits thereof; and such taking of possession by the Receiver shall in no way retard collection, or the institution of suit, and Receiver shall be held to account only for the net profits derived from said property.

12. Shortened Redemption Period. Mortgagor hereby agrees that in the event of judicial foreclosure of this Mortgage, the Mortgagee may, at its sole option, elect:

- a. Pursuant to Iowa Code §628.26 to reduce the period of redemption after sale on foreclosure to six months, or
- b. Pursuant to Iowa Code §628.27 to reduce the period of redemption after sale or foreclosure to sixty days, or
- c. Pursuant to Iowa Code §628.28 or any other Iowa Code Section to reduce the period of redemption after sale on foreclosure to such time as may be then applicable and provided by law, or
- d. Pursuant to Iowa Code §654.20 to foreclose without redemption.

NOTICE TO CONSUMER: 1. DO NOT SIGN THIS PAPER BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS PAPER. 3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND MAY BE ENTITLED TO RECEIVE A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH THE LAW.

IN WITNESS WHEREOF, this Mortgage has been signed and delivered by the persons denoted herein as Mortgagor. Mortgagor acknowledges receipt of a copy of this mortgage.

Dated this 9th day of February, 19 95 at Des Moines, Iowa.

SIGNATURE <i>Kenneth L. Kenoyer</i>	SIGNATURE <i>Judith L. Kenoyer</i>
TYPED SIGNATURE Kenneth L. Kenoyer	TYPED SIGNATURE Judith L. Kenoyer

Agricultural Homestead Disclosure.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

SIGNATURE <i>Kenneth L. Kenoyer</i>	SIGNATURE <i>Judith L. Kenoyer</i>
TYPED SIGNATURE Kenneth L. Kenoyer	TYPED SIGNATURE Judith L. Kenoyer

(Space below this line for acknowledgement)

STATE OF Iowa )  
COUNTY OF Polk ) ss.

On this 9th day of February, 19 95, before me, the undersigned, a Notary Public in and for said county in said state,

personally appeared Kenneth L. Kenoyer and Judith L. Kenoyer, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
*Ted Hansen* Ted Hansen

(Space below this line Reserved for Lender and Recorder)