

RELEASED 08-06-03 SEE
BOOK 2003 PAGE 4639

2173

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STATE OF IOWA }
MADISON COUNTY }SS

MADISON COUNTY FSA OFFICE
815 E HWY 92
WINTERSET IA 50273

Filed for record the 14... day of FEB.
A. D. 1997... at 11:31 o'clock AM
Recorded in book... 186... on page 824.
MICHELLE J. JTSLER..... Records:
Michelle J. Jtsler

REC 30.00
ADD
R.M.F. \$ 2.00

USDA-RECD
Form FmHA 1927-1 IA
(Rev. 1-96)

REAL ESTATE MORTGAGE FOR IOWA

THIS MORTGAGE is made and entered into by Jay A. Wildin and Mary L. Wildin, husband
and wife

residing in Madison County, Iowa, whose post office address is
2427 Quail Ridge Ave., St. Charles, Iowa 50240,
herein called "Borrower," and the United States of America, acting through the United States Department of Agriculture, herein
called the "Government," and

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory notes or assumption
agreements or any shared appreciation or recapture agreement, herein called "note," which has been executed by Borrower, is
payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon
any default by Borrower, and is described as follows :

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
June 22, 1994	\$106,511.05	8.00%	June 22, 2018
June 22, 1994	\$ 18,635.44	3.00%	June 22, 2009
June 22, 1994	\$ 19,177.15	3.75%	June 22, 2009
June 22, 1994	\$ 9,696.15	3.75%	June 22, 2009
June 22, 1994	\$112,206.47	5.00%	June 22, 2009
June 22, 1994	\$ 38,450.00	3.75%	June 22, 2014

(The interest rate for limited resource farm ownership or limited resource operating loans secured by this instrument may
be increased as provided in the Government regulations or the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note pursuant to the
Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statutes administered by the
Government;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the
Government, or in the event the Government should assign this instrument, this instrument shall secure payment of the note;

And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and subsidy
which may be granted to the Borrower by the Government pursuant to 42 U.S.C. § 1472 (g) or 1490a, respectively, or any amount
due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. § 2001.

And this instrument also secures future advances made to anyone herein called borrower under a note or notes covering
loans made under the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949 or any other statutes
administered by the Government, for the total principal indebtedness of the original, future loans and advances subject to the
same terms and conditions regarding the assignment of said notes of hereinabove provided, and all references in this instrument
to the "note" shall be deemed to include future notes and advances.

NOW, THEREFORE, in consideration of the loans, and as security for future loans pursuant to the Consolidated Farm and
Rural Development Act or Title V of the Housing Act of 1949 or any other statutes administered by the Government, and at all
times (a) when the note is held by the Government, or in the event the Government should assign this instrument, to secure prompt
payment of the note and any renewals and extensions thereof and any agreements contained therein, and (b) to secure the prompt
payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance
of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby
convey, mortgage, and assign unto the

Government the following property situated in the State of Iowa, County(ies) of MADISON

See attached legal description attached hereto and made a part hereof.

Subject to a real estate contract held by Gilbert Dawes and Inez Dawes, husband and wife, (unpaid balance of \$24,090.00), recorded October 2, 1996, Book 136, Page 758, Madison County Recorder's Office.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Government.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines. NOTICE: This mortgage secures credit in the amount of \$ 378,185.00. 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.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Except as otherwise provided by Government regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may, (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government whether once or often in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(16) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of dower and distributive share.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, handicap, familial status or age and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, handicap, familial status or age.

(21) Borrower further agrees that the loans secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as prohibited by 7 C.F.R. Part 1940.

(22) This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Des Moines, Iowa 50309, and in the case of Borrower at the address shown in the Government Finance Office records (which normally will be the same as the post office address shown above).

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(25) I(We) understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract.

x Jay Wildin
Borrower _____ Date _____
JAY A. WILDIN

x Mary L. Wildin
Borrower _____ Date _____
MARY L. WILDIN

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 6th day of January, 19 97.

"Wherever "Farmers Home Administration", "FmHA", "Rural Development Administration" or "RDA" may appear, the term "United States of America" is substituted."

STATE OF IOWA

COUNTY OF MADISON

ss:

ACKNOWLEDGMENT

On this 6th day of January, A. D., 19 97,

before me, a Notary Public in and for the above-named County, personally appeared JAY A. WILDIN

and MARY L. WILDIN,

to me known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that

they executed the same as their voluntary act and deed.

(SEAL)



My commission expires _____

Jane A. Dawson
Notary Public.

☆ U.S. GOVERNMENT PRINTING OFFICE 1996-756-469

WILDIN REAL ESTATE

Exhibit "A"

The West Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$), Except the South 16 rods of the East 20 rods thereof, and the South One-fourth ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$), Except a parcel of land commencing at the Southwest Corner of Section Thirteen (13) in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence North $00^{\circ}00'$ along the West line of the Southwest Quarter ($\frac{1}{4}$) of said Section Thirteen (13), 726.81 feet, thence South $87^{\circ}02'$ East 1,320.30 feet to the East line of the Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of said Section Thirteen (13), thence South $00^{\circ}00'$ 462.81 feet, thence North $87^{\circ}02'$ West 330.00 feet, thence South $00^{\circ}00'$ 264.00 feet to the South line of said Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter, thence North $87^{\circ}02'$ West 990.30 feet to the point of beginning, containing 20.0027 acres, including 1.3217 acres of county road right-of-way; and the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) and the South one-fourth ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) except a tract of land described as follows, to-wit: Commencing at the Southwest corner of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Fourteen (14), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence North 1,182.35 feet to the centerline of a county road; thence South $3^{\circ}59'$ East 162.60 feet; thence South $17^{\circ}13'$ East 173.40 feet; thence South $40^{\circ}46'$ East 162.85 feet; thence South $55^{\circ}28'$ East 348.45 feet; thence South $33^{\circ}48'$ East 376.20 feet; thence South $7^{\circ}00'$ East 203.66 feet to the South line of said Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$); thence South $88^{\circ}26'$ West 690.35 feet to the point of beginning, containing 8.9256 acres, including 0.9594 acres of county road right-of-way, all in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

Except the following described real estate shown below;

Tract One

Parcel "A" located in the Southeast Quarter of the Northeast Quarter of Section 14, in the Northeast Quarter of the Southeast Quarter of Section 14, in the Southwest Quarter of the Northwest Quarter of Section 13 and in the Northwest Quarter of the Southwest quarter of Section 13, all in Township 75 North, Range 27 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Commencing at the Southwest corner of the SE. $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14, T75N, R27W of the 5th P.M., Madison County, Iowa; thence, along the West line of said SE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$, North $0^{\circ}00'00''$ East 269.67 feet to the Point of Beginning; thence, continuing along said West line, North $0^{\circ}00'00''$ East 64.25 feet; thence North $89^{\circ}20'46''$ East 1554.89 feet; thence South $4^{\circ}07'54''$ West 248.60

feet; thence South 8°26'12" East 92.29 feet; thence South 43°57'34" West 51.40 feet; thence South 3°11'22" West 298.85 feet; thence South 90°00'00" West 300.44 feet; thence North 28°09'17" West 118.23 feet; thence North 14°06'23" West 179.46 feet; thence North 43°40'57" West 425.90 feet; thence North 89°32'49" West 804.01 feet to the Point of Beginning. Said Parcel "A" contains 9.281 acres, including 0.049 acres of county road right of way.

Tract Two

Parcel "B" located in the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) and in the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 14, Township 75 North, Range 27 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Beginning at the Southwest Corner of the Southeast Quarter (S.E. 1/4) of the Northeast (N.E. 1/4) of Section 14, T75N, R27W of the 5th P.M., Madison County, Iowa; thence, along the West line of said Southeast Quarter (S.E. 1/4) of the Northeast Quarter (N.E. 1/4), North 00°00'00", East 269.67 feet; thence South 89°32'49" East 373.75 feet; thence South 00°06'27", West 426.95 feet; thence South 35°44'02", East 1372.60 feet to the South line of the Northeast Quarter (N.E. 1/4) of the Southeast Quarter (SE. 1/4) of said Section 14; thence, along said South line, South 88°26'00" West 484.65 feet to the centerline of a county road; thence along said center-line, North 07°00'00" West 203.66 feet; thence continuing along said center-line North 33°47'50" West 376.20 feet; thence North 55°28'00" West 348.45 feet; thence North 40°46'00" West 162.85 feet; thence North 17°13'00" West 173.40 feet; thence North 03°59'00" West 162.60 feet to the West line of said NE 1/4 of the SE. 1/4; thence, along said West line, North 00°00'00" East 124.21 feet to the Point of Beginning. Said Parcel "B" contains 14.672 acres, including 1.379 acres of a county road right of way.