MTG. RECORD 161

Attachment to Real Estate Mortgage dated 6-3-88 in Book 150, Page ADJUSTABLE RATE RIDER 401 and filed 6-3-88.

THIS ADJUSTABLE RATE RIDER is made this3rdday ofFebruary, and is incorporated into and shall be deemed to amend and supplement the Mortgage, D Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrowe Adjustable Rate Note (the "Note") to	eed of Trust or Security er") to secure Borrower's
of the same date and covering the property described in the Security Instrument and loc	
RR 1 Box 217. Van Meter, IA 50261 [Property Address]	
NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL LOWER PAYMENTS.	EREST RATE
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in th Borrower and Lender further covenant and agree as follows:	e Security Instrument,
A. INTEREST RATE AND SCHEDULED PAYMENT CHANGES The Note provides for an initial interest rate of	s for changes in the in-
(A) Time and Place of Payments All references in the Security Instrument to "monthly payments" are changed to "sche I will pay principal and interest by making payments when scheduled: (mark one): I will make my scheduled payments on the first day of each month beginning on	#ILED.NO
☐ I will make my scheduled payments as follows:	BOOK 161 PAGE 350
Commencing March 3, 1992 and due monthly thereafter	92 MAR -5 PM 3: 0
Fee \$10.00	MICHELLE UTSLER RECORDER MADISON COUNTY, IOW/
My scheduled payments will be applied to interest before principal. If, onJune, I still owe amounts under the Note, I will pay on that date, which is called the "maturity date." I will make my scheduled payments at1414 Walnut Box 513, Dallage	y those amounts in full 5. Center, IA 50063
place if required by the Note Holder. (B) Amount of My Initial Scheduled Payments Each of my initial scheduled payments will be in the amount of U.S. \$.290.85 may change.	
(C) Scheduled Payment Changes Changes in my scheduled payment will reflect changes in the unpaid principal of my rate that I must pay. The Note Holder will determine my new interest rate and the cascheduled payment in accordance with Section 4 of the Note.	
4. INTEREST RATE AND SCHEDULED PAYMENT CHANGES (A) Change Dates Each date on which my interest rate could change is called a "Change Date." (Mark of the interest rate I will pay may change on the first day of the month thereafter. The interest rate I will pay may change June 3. 1996	. and on that day every
(B) The Index Beginning with the first Change Date, my interest rate will be based on an Index. TThe weekly average yeild on U.S. Treasury Securities adjusted tomaturity of three years	o.a.constant
The most recent Index figure available as of the date 🖾 45 days 🗆	••••••
(C) Calculation of Changes Before each Change Date, the Note Holder will calculate my new interest rate by adopercentage points (two&.three-fourt) to the Current Index. The Note Holder result of this addition to the nearest one-eighth of one percentage point (0.125%). Subjin Section 4(D) below, this rounded amount will be my new interest rate until the next. The Note Holder will then determine the amount of the scheduled payment that would the unpaid principal that I am expected to owe at the Change Date in full on the mainterest rate in substantially equal payments. The result of this calculation will be the	er will then round the lect to the limits stated change Date. Id be sufficient to repay aturity date at my new

Form ARLR 11/7/85

scheduled payment.

(D) Limits on Interest Rate Changes
[Mark box (1), (2) or (3) or boxes (2) and (3) to indicate whether there is any maximum limit on interest

rate changes; if no box is marked, there will be no maximum limit on changes.]

[] (1) There will be no maximum limit on interest rate changes.

(2) My interest rate will never be increased or decreased on any single change date by more than2..000Z percentage points from the rate of interest I have been paying for the preceding period.

(3) My interest rate will never be greater than ..13.000.... %

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new scheduled payment beginning on the first scheduled payment date after the Change Date until the amount of my scheduled payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my scheduled payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FUNDS FOR TAXES AND INSURANCE

[Mark one]

☐ Uniform Covenant 2 of the Security Instrument is waived by the Lender.

☐ Uniform Covenant 2 of the Security Instrument is amended to read as follows:

2. SCHEDULED PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations

I will pay to Lender all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my scheduled payments of principal and interest are due under the Note.

Each of my payments under this Paragraph 2 will be the sum of the following:

(i) The estimated yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, divided by the number of scheduled payments in a year; plus,

(ii) The estimated yearly leasehold payments or ground rents on the Property, if any, divided by the number

of scheduled payments in a year; plus

(iii) The estimated yearly premium for hazard insurance covering the Property, divided by the number of scheduled payments in a year; plus

(iv) The estimated yearly premium for mortgage insurance (if any), divided by the number of scheduled payments in a year.

Lender will estimate from time to time my yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the "escrow items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that I pay to Lender for escrow items under this Paragraph 2 will be called the "Funds".

(B) Lender's Obligations

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the escrow items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay escrow items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds: or (ii) the law requires Lender to pay interest on the Funds.

(C) Adjustments to the Funds

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in this Security Instrument, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future scheduled payments of Funds. There will be excess amounts if, at any time, the sum of (i) the amount of Funds which Lender is holding or keeping, plus (ii) the amount of the scheduled payments of Funds which I still must pay between that time and the due dates of escrow items is greater than the amount necessary to pay the escrow items when they are due.

If, when payments of escrow items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the escrow items in full. I must pay that additional amount in one or more payments as Lender may require.

When I have paid all of the sums secured, Lender will promptly refund to me any Funds that are then being held by Lender. If, as a result of the exercise by Lender of any of its rights under this Security Instrument, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding at the time to reduce the sums secured.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Michael R. Vivone (Seal)

Michael R. Vivone (Seal)

Borrower

(Seal)