James M. Hochstetler]	
Sharon Kaye Hochstetler	UNION STATE BANK	
R.R. #4, Box 215 Winterset, Iowa 50273	201 West Court Winterset, IA 50273	
winterset, lowa 302/3	WI	nterset, IA 502/3
MORTGAGOR "I" includes each mortgagor above.	MORTGAGEE "You" means the mortgagee, its successors and assigns.	
Iomog M. Ho		
LESTATE MORTGAGE: For value received, I, James M. Houseless and wife sell convey and mortgage to you are	May 6, 199	2 the real estate
sband and wife , sell, convey and mortgage to you on ed below and all rights, easements, appurtenances, rents, leases ime in the future be part of the property (all called the "property")	and existing and future im	provements and fixtures that may now or
PERTY ADDRESS: R.R. #4 (Street)	Winterset (City)	, lowa50273
AL DESCRIPTION: (Street)	(City)	(Zip Code)
See attached Exhibit A		
	~ CO+.	
	COMPARED	2004
		FILED NO. 2681
2-24-97 SEE 195		
RELEASED		800K 162 PAGF255
RELEASED 2-34-97 SEE MORTGAGE RECORD — 186 PAGE-895		92 MAY -6 PM 2: 45
		MICHELLE UTSLER
	•	RECORDER Madison County.iowa
		Fee \$15.00
located in Madison	County Iowa	, , , , , , , , , , , , , , , , , , ,
E: I covenant and warrant title to the property, except for encumb		al and zoning ordinances, current taxes
assessments not yet due and		
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COVENANTS

- 1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payments. I will defend title to the property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include a standard mortgage clause in your favor. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the property.
- **5. Expenses.** Except when prohibited by law, I agree to pay all your expenses, including reasonable attorneys' fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If I fail to make any payment when due or breach any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may either accelerate the maturity of the secured debt and demand immediate payment or exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you may, as provided by law, have the court appoint a receiver and the receiver may take possession and manage the property and collect the rents, income and profits. Any amounts so collected shall be applied first to the costs of managing the property, including, but not limited to, all taxes, assessments, insurance premiums, repairs, court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amounts will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Prior Security Interests. I will make payments when due and perform all other covenants under any mortgage, deed of trust, or other security agreement that has priority over this mortgage. I will not make or permit any modification or extension of any mortgage, deed of trust or other security interest that has priority over this mortgage or any note or agreement secured thereby without your written consent. I will promptly deliver to you any notices I receive from any person whose rights in the property have priority over your rights.
- 9. Leaseholds; Condominiums; Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mortgagee to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, or any other mortgage, deed of trust, lien or other security interest that has priority over this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time on the secured debt.

- 11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Waiver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I sign this mortgage but do not sign the secured debt I do so only to mortgage my interest in the property to secure payment of the secured debt and by doing so, I do not agree to be personally liable on the secured debt. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. When I have paid the secured debt, you will release this mortgage without charge to me. I agree to pay all costs to record this mortgage.
- 18. Waiver of Dower, Distributive Share and Homestead. I hereby waive and relinquish all rights of dower and distributive share in and to the property. I also waive all rights of homestead exemption as to the property.
- 19. Redemption. If the property is less than ten acres in size and if you waive in any foreclosure action any rights to a deficiency judgment against me, then the period of redemption after sale on foreclosure shall be reduced to six months. If the property is less than ten acres in size and the court finds that the property has been abandoned by me (which finding I agree the court may make) and if you waive any rights to a deficiency judgment against me in the foreclosure action, then the period of redemption after sale on foreclosure shall be reduced to sixty days. The provisions of this paragraph will be construed to conform to the provisions of lowa Code Sections 628.26 and 628.27.

Exhibit A:

Legal description herein and made apart of a real estate mortgage dated May 6, 1992 between Union State Bank, mortgagee and James M. and Sharon Kaye Hochstetler, mortgagor.

The Northwest Quarter $(\frac{1}{4})$ of the Southeast Quarter $(\frac{1}{4})$, and the Southwest Quarter $(\frac{1}{4})$ of the Southeast Quarter $(\frac{1}{4})$ EXCEPTING a tract described as follows, to-wit: Commencing at the Southeast corner of said Forty-Acre Tract, running thence West 180 Feet, thence North 453 Feet, thence East 180 Feet, thence South 453 Feet to the place of beginning and used for cemetery purposes; of Section Twenty (20), all in Township Seventy-six (76) North, or Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa

The Southeast Quarter $(\frac{1}{4})$ of the Southwest Quarter $(\frac{1}{4})$ of Section Twenty-nine (29) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, AND the West Half (\frac{1}{2}) of the Southwest Quarter (\frac{1}{4}) EXCEPT commencing at the Southwest corner of Section Twentynine (29), Township Seventy-six (76) North, Range Twenty-eight (28), running thence East 7.50 chains, thence North 6.66 chains, thence West 7.50 chains, thence South 6.66 chains to the point of beginning, and EXCEPT a tract of land commencing 7.5 chains East of the Southwest corner of Section Twenty-nine (29) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, running thence East 5 chains 33 links, thence North 2 chains 67 links, thence West 5 chains 33 links, thence South 2 chains 67 links to the point of beginning, Madison County, Iowa, all in Section Twenty-nine (29) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., EXCEPT a parcel of land located in the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-nine (29), more particularly described as follows: Commencing at the South Quarter ($\frac{1}{4}$) Corner of Section Twenty-nine (29), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence along the South line of said Section Twenty-nine (29), South 90°00'00" West 468.04 feet to the Point of Beginning, thence, continuing along said South line, South 90°00'00" West 396.00 feet, thence North 00°00'00" 440.00 feet, thence North 90°00'00" East 396.00 feet, thence South 00°00'00" 440.00 feet to the Point of Beginning, said parcel of land contains 4.000 Acres, including 0.364 Acres of County Road Right of Way