

Account No. 167-353118

This instrument was prepared by:

First Union Home Equity Corporation
(Name)
3737 Woodland Colony Park Ste. 300
West Des Moines, Iowa 50266
(Address)

MORTGAGE

THIS MORTGAGE is made this 5th day of November, 1992, between the Mortgagor, Daniel R. & Martha Jo McConnelee (herein "Borrower"), whose address is 519 E. Green St. Winterset, Iowa 50273 and the Mortgagee, First Union Home Equity Corporation, a corporation organized and existing under the laws of Iowa, whose address is 3737 Woodland Colony Park Ste. 300 West Des Moines, Iowa (herein "Lender").
50266

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,700.00, which indebtedness is evidenced by Borrower's note dated November 5, 1992 and extensions, renewals and modifications thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on November 10, 2007;

Notice: This Mortgage secures credit in the amount of \$ 20,700.00. 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.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Madison, State of Iowa:

The East Ninety-One and One-Half (91½) feet of Lot Four (4), in Block Sixteen (16), of White & Estle's Addition to Winterset, Iowa.

COMPARED

FILED NO. 1203

RELEASED 9-20-95 SEE

MORTGAGE RECORD 178 PAGE 357

BOOK 164 PAGE 191

92 NOV -6 PM 1:38

RELEASED 8-1-97 SEE

MORTGAGE RECORD 190 PAGE 603

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA
Fee \$30.00

which has the address of 519 E. Green St. Winterset, Iowa 50273
(Street) (City) (State) (Zip Code)

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest due on the Note, then to the principal due on the Note.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall 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, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. The Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) The sale of all or a part of the premises, (b) the assumption by another party of the Borrower's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the property, and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder.

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this

Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and any other person personally liable on this Note as these person's names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof.

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property or a Beneficial Interest in Borrower, Assumption. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, for any reason, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. If Borrower fails to pay in full, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower

This Mortgage may not be assumed by a purchaser without the Lender's consent.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. Acceleration; Remedies. Upon borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

18. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER (the "Rider") is made this 5th day of November, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Security Deed or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to First Union Home Equity Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

519 E. Green St. Winterset, Iowa 50273

(Property Address)

The words "I," "me," and "my," which also mean "we," "us," and "our," if more than one customer, mean the person or persons signing this Rider. The words "you," "your," and "yours" mean First Union Home Equity Corporation.

The Note contains provisions allowing for changes in the interest rate every three (3) months and in the amount of monthly payments every twelve (12) months.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. Interest Rate And Monthly Payment Changes

The Note provides for an initial interest rate of 8.0 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

A. Change Dates

The interest rate the Borrower will pay may change on the first day of the month every three months during the term of the Note, beginning on the first day of March, 1993, except the interest rate will not change during the last eleven (11) months of the loan term. Each date on which the Borrower's interest rate could change is called an "Interest Rate Change Date." The fourth Interest Rate Change Date and every fourth Interest Rate Change Date thereafter will be called an "Interest Rate and Monthly Payment Change Date."

The Borrower's monthly payment may change on the first day of December, 1993 and on that date every twelfth (12th) month thereafter. Each date on which the Borrower's monthly payment could change is called an "Interest Rate and Monthly Payment Change Date."

B. The Index

The "Index" is the weekly average auction rate of U. S. Treasury Bills with a maturity of 13 weeks, as made available by the Federal Reserve Board. If the Index is no longer available, the Note Holder will choose a new Index which is based on comparable information and will give me notice of this choice.

C. The Current Index Value

The "Current Index Value" is the average of the indexes for the preceding 13 weekly auctions ending with the first weekly auction during the second calendar month prior to the Change Date. Any change in the rate of interest will be based on changes in the Current Index Value.

Calculations on the Truth-In-Lending Disclosure Statement are based upon the Index Value of 3.26 %.

D. Calculation Of Interest Rate Changes And Interest Rate Limit

Before each Interest Rate Change Date or Interest Rate and Monthly Payment Change Date, the Note Holder will calculate the Borrower's new interest rate by adding Six and seventy-five (6.75) percentage points to the Current Index Value. This sum will be the Borrower's new interest rate until the next Interest Rate Change Date or Interest Rate and Monthly Payment Change Date.

The interest rate the Borrower is required to pay until the first Interest Rate and Monthly Payment Change Date will not be greater than 10.0 %. Thereafter, the Borrower's interest rate will never be increased during the twelve (12) month period between Interest Rate and Monthly Payment Change Dates by more than two (2%) percentage points added to the interest rate calculated on the Interest Rate and Monthly Payment Change Date. The Borrower's interest rate will never be greater than 16.0 %.

E. Calculation Of Monthly Payment Change

Before each Interest Rate and Monthly Payment Change Date, the Note Holder will calculate the Borrower's new monthly payment. The new monthly payment is the amount of the monthly payment that would be sufficient to repay in substantially equal payments the unpaid principal of the Note on the maturity date at the rate of interest described in Sections 2 or 4(D) of the Note.

RECEIVED
FIRST UNION HOME EQUITY CORPORATION
11/15/92

F. Effective Date Of Changes

The Borrower's new interest rate will become effective on each Interest Rate Change Date and Interest Rate and Monthly Payment Change Date. The Borrower will pay the amount of the Borrower's new monthly payment beginning on the first monthly payment date after the Interest Rate and Monthly Payment Change Date until the amount of the Borrower's monthly payment changes again.

G. Notice Of Changes

The Note Holder will deliver or mail to me a notice of any changes in the interest rate or monthly payment at least 30 days before the effective date of any change. The notice will include information required by law and also the title and telephone number of a person who will answer any question the Borrower may have regarding this notice.

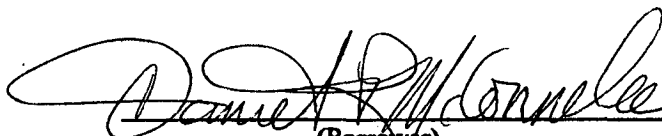
2. Transfer Of The Property Or A Beneficial Interest In Borrower


If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee, as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in the Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in the Security Instrument. Borrower will continue to be obligated under the Note and the Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

Notice to Customer (a) Do not sign this Paper before you read it or if it contains any blank spaces. (b) You are entitled to an exact copy of any agreement you sign. (c) You have the right at any time to pay in advance the unpaid balance due under this agreement and you may be entitled to a partial refund of the finance charge.

 (SEAL)
 (Borrower)
 Daniel R. McConnelee

 (SEAL)
 (Borrower)
 Martha Jo McConnelee

Return to!
FIRST UNION HOME EQUITY CORP.
 Colony Park Building
 3737 Woodland, Suite 300
 WEST DES MOINES, IOWA 50266