



Partial Release

FOR VALUE RECEIVED, ~~Norwest Bank Iowa, National Association~~ Agricultural Credit, Inc., a corporation organized and existing under the laws of the United States, does hereby release the following described premises, situated in the County of

Madison and State of Iowa, to-wit: The North Half of the Southeast Quarter, the Southeast Quarter of the Northwest Fractional Quarter, the East Half of the Southwest Fractional Quarter and the South Half of the Southeast Quarter, all in Section Thirty, Township Seventy-six North, Range Twenty-eight West of the Fifth Principal Meridian, EXCEPT a tract commencing at the SW corner of the Southwest Quarter of the Southeast Quarter of said Section Thirty, thence North 346 feet, thence East 296 feet, thence South 346 feet, thence West 296 feet to the point of beginning, together with all crops grown thereon.

From the lien of a certain mortgage, dated March 4th, 19 94, made and executed by Maurice D. Mitchell and Phyllis F. Mitchell, husband and wife, to

~~Norwest Bank Iowa, National Association~~ Agricultural Credit, Inc. on the following described premises, situated in the County of Madison and State of Iowa, to-wit:

See attached Exhibit "A"

and filed for record in the Office of the Recorder of Madison County, Iowa, on the 25 day of March, 19 94, and recorded in Book 171 of Mortgages, Page 415.

The intention being to release only the real estate first above described, but in all other respects, said mortgage is to remain in full force and effect.

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



~~NORWEST BANK IOWA, NATIONAL ASSOCIATION~~ AGRICULTURAL CREDIT, INC.

successor to  
By Thomas L. Ricke VP  
Thomas L. Ricke, Vice President  
By \_\_\_\_\_

STATE OF Iowa, COUNTY OF Polk, ss.

On this 9th day of November, 19 95, before me, Joyce A. Gilman, a Notary Public in and for said County, personally appeared Thomas L. Ricke ~~and~~

Thomas L. Ricke, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, who being by me duly sworn did say that he is the Vice President ~~and~~ of said ~~Norwest Bank Iowa, National Association~~ Agricultural Credit, Inc. Association, and that the seal affixed to said instrument is the seal of said ~~Norwest Bank Iowa, National Association~~ Agricultural Credit, Inc. Association, and that said instrument was signed and sealed on behalf of said ~~Norwest Bank Iowa, National Association~~ Agricultural Credit, Inc. Association by authority of its Board of Directors and said Thomas L. Ricke and Thomas L. Ricke acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.



FILED NO. 1448  
BOOK 179 PAGE 365 Notary Public in and for Iowa

95 NOV 21 AM 9:58 my commission expires 3-7-97

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC \$ 20.00  
AUDS. 1.00  
R.M.F. \$ 1.00

CONFIRMED   
RECORDED   
CORRECTED

## EXHIBIT "A"

ATTACHED TO AND MADE A PART OF A MORTGAGE AND SECURITY AGREEMENT  
DATED March 4, 1994, BY AND BETWEEN

Maurice D. Mitchell and Phyllis F. Mitchell, husband and wife,  
(MORTGAGOR)

AND NORWEST AGRICULTURAL CREDIT, INC. (MORTGAGEE).

THE FOLLOWING CONSTITUTES THE LEGAL DESCRIPTION OF THE LAND  
MORTGAGED HEREUNDER:

The Southeast Quarter (1/4) of the Northwest Fractional Quarter (1/4) and the East Half (1/2) of the Southwest Fractional Quarter (1/4) and the South Half (1/2) of the Southeast Quarter (1/4) of Section Thirty (30), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except a tract commencing at the Southwest corner of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section Thirty (30), thence North 346 feet, thence East 296 feet, thence South 346 feet, thence West 296 feet to the point of beginning.

The North Half of the Southeast Quarter of Section Thirty (30) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., in Madison County, Iowa.

The East Half of the Southwest Quarter of Section Twenty-one, EXCEPT a parcel of land located in the Northeast Quarter of said Southwest Quarter of said Section Twenty-one, more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter of said Southwest Quarter of said Section Twenty-one, thence along the North line of said Northeast Quarter of said Southwest Quarter, North 89°58'00" East 987.99 feet, thence South 01°08'26" East 291.35 feet, thence South 89°58'00" West 475.73 feet, thence South 49°26'55" West 671.50 feet to the West line of said Northeast Quarter of said Southwest Quarter, thence along said West line North 00°37'00" West 727.59 feet to the point of beginning, all in Township Seventy-six North, Range Twenty-eight West of the Fifth Principal Meridian, in Madison County, Iowa.

The Northwest Quarter and the Southwest Quarter of the Northeast Quarter, all in Section Twenty-eight, Township Seventy-six North, Range Twenty-eight West of the Fifth Principal Meridian, in Madison County, Iowa.

The Northwest Quarter of Section Thirty-three, EXCEPT a parcel of land located in the Northwest Quarter of the Northwest Quarter of said Section Thirty-three, more particularly described as follows: Commencing at the Northwest corner of

EXHIBIT "A" CONTINUED

said Section Thirty-three, thence along the North line of said Section Thirty-three, North 90°00'00" East 638.22 feet to the point of beginning, thence continuing along said North line, North 90°00'00" East 620.62 feet, thence South 00°00'00" 350.94 feet, thence South 90°00'00" West 620.62 feet, thence North 00°00'00" 350.94 feet to the point of beginning, all in Township Seventy-six North, Range Twenty-eight West of the Fifth Principal Meridian, in Madison County, Iowa.

The Southeast Quarter of the Northwest Quarter of Section Four, Township Seventy-five North, Range Twenty-eight West of the Fifth Principal Meridian, EXCEPT the South 344 feet of the West 380 feet thereof, in Madison County, Iowa.

Maurice D. Mitchell  
Maurice D. Mitchell

Phyllis F. Mitchell <sup>3/27/94</sup>  
Phyllis F. Mitchell

Addendum to Mortgage and Security Agreement dated March 4, 1994

Without limitation, this Mortgage and Security Agreement secures the payment of (i) promissory note of Mortgagors Note 70288 dated March 4, 1994 in the original principal amount of \$450,000.00; plus all unpaid accrued interest, (ii) Note 70289 dated March 4, 1994 in the original principal amount of \$150,000.00 plus all unpaid accrued interest, (iii) Note 70290 dated March 4, 1994 in the original principal amount of \$228,000.00 plus all unpaid accrued interest, (iv) Note 70291 dated March 4, 1994 in the original principal amount of \$245,000.00 plus all unpaid accrued interest, (v) Note 70292 dated March 4, 1994 in the original principal amount of \$110,000.00 plus all unpaid accrued interest, (vi) payment of all extensions and renewals thereof and all changes in form of obligations of Mortgagors which may be, from time to time, effected by agreement with Mortgagee, (vii) for all advances heretofore and hereafter made by Mortgagee, at its option, to or for the account of Mortgagors and (viii) all other present or future, direct or contingent, liabilities of Mortgagors to Mortgagee of any nature whatsoever and however arising or acquired. The latest due date of the above notes is July 1, 2009.

Maurice D. Mitchell  
Maurice D. Mitchell

Phyllis F. Mitchell 3/24/94  
Phyllis F. Mitchell