TIMOTHY L. PATRICK	HOMELAND BANK			
JAMIE S. PATRICK		114 NORTH HOWARD, PO BOX 279		
516 WEST SHORT, APT. B	INDIANOLA, IA 50125	INDIANOLA, IA 50125		
WINTERSET, IA 50273				
MORTGAGOR		TO A OFF		
"i" includes each mortgagor above.		RTGAGEE ee, its successors and assigns.		
REAL ESTATE MORTGAGE: For value received, I, TIMOTHY				
, sell, convey and mo	ortgage to you on <u>SEPTEMBER</u> ces, rents, leases and existing and future im-	1, 1995 , the real provements and fixtures that may now		
or at anytime in the future be part of the property (all called the	ne "property").			
PROPERTY ADDRESS: 116 W. GRADE	, WINTERSET	, lowa <u>50273</u> (Zip Code)		
LEGAL DESCRIPTION:	(City)	(Zip Code)		
LOT THREE (3) IN BLOCK ONE (1) OF BOWI COUNTY, IOWA	SBY'S ADDITION TO THE TOWN (OF WINTERSET, MADISON		
•	GOMMUTER RECORDED COMMARED			
	BECORDED .	603		
1 0 00	COMPARED	FILED NO.		
RELEASED 6-19-48 SE	E	BOOK 178 PAGE 144		
THE RECORD 19 PAGE 6	HI REC S 35 CD	BOOKPAGE		
		95 SEP - 1 AM 11: 11		
	SUL STEENSED			
338 86-EE-LC) dasvarad (Civi.F. \$	MICHELLE UTSLER RECORDER		
located in <u>MADISON</u>	County love	MADISON COUNTY, IOWA		
TITLE: I covenant and warrant title to the property, except	County, lowa.	zoning ordinances current taxes and		
assessments not yet due and		zoning ordinances, current taxes and		
mortgage and in any other document incorporated herei owe you under this mortgage, the instrument or agreer instrument or agreement, and, if applicable, the future at the secured debt is evidenced by (describe the instrument additional secured debt is evidenced by (describe the instrument additional secured debt is evidenced by (describe the instrument additional secured debt is evidenced by (describe the instrument).	ment described below, any renewal, refinanced vances described below. ent or agreement secured by this mortgage a	ing, extension or modification of such		
The above obligation is due and payable on	SEPTEMBER 1, 2020	If not poid parties		
The total unpaid balance secured by this mortgage at an THOUSAND NINE HUNDRED TWENTY AND NO	ny one time shall not exceed a maximum prin	if not paid earlier.		
Future Advances: The above amount is secured contemplated and will be secured to the same exte	even though all or part of it may not ve	et be advanced. Future advances are		
NOTICE: THIS MORTGAGE SECURES CREDIT IN THE A AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR OR FILED MORTGAGES AND LIENS.	AMOUNT OF \$ 39,920.00	LOANS AND ADVANCES UP TO THIS		
Variable Rate: The interest rate on the obligation se A copy of the loan agreement containing the made a part hereof.	e terms under which the interest rate may			
RIDERS: Commercial Construction XX ADJUSTA	ABLE RATE PAYMENT RIDER			
I understand that homestead property is in many sale; and that by signing this contract, I voluntarily claims based upon this sontract.	give up my right to this protection f			
Jimsthy L Patrick 9/1/		UCC 9/1/95		
(Signature) TIMOTHY L. PATRICK	(Date) (Signifure) JAMIE S. PA	ATRICK (Date)		
SIGNATURES: By signing below, I agree to the terms and co above that I have signed. I also acknowledge receipt of a copy		mortgage and in any riders described		
V Timothe / Paluck	v Camil	3 Patruck		
TIMOTHY L. PATRICK	JAMIE S. PATRI			
	3.0			
	<u></u>			
		1		
ACKNOWLEDGMENT: STATE OF IOWA, COUNTY OF WARE	·	} . ss.		
		e, a Notary Public in the State of Iowa		
personally appeared TIMOTHY L. PATE		nd acknowledged that THEY		
Individuel Acknow- leadment executed the same as THEIR	id who executed the foregoing instrument, ar voluntary act and deed.	id acknowledged that		
executed the same as		iäs		
(Title) of said corporation	on, that (the seal affixed to said instrument			
Acknow- procured by said) corporation and that said in				
its board of directors and the said		acknowledged		
the execution of said instrument to be the vol		voluntarily executed.		

IOWA (page 1 of 2)

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 it 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. Walver. 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 page 1 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.

1.

ADJUSTABLE RATE RIDER
THIS ADJUSTABLE RATE RIDER is made this . 1ST day of SEPTEMBER, . 1995
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of
Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the
Trust of Security Deed (the Security Historian) of the same date given by the undersigned (the
"Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to HOMELAND BANK,
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA (the "Lender")
of the same date and covering the property described in the Security Instrument and located at:
116 W. GRADE, WINTERSET, İA 150273
[Property Address]
NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE
INTEREST RATE. INCREASES IN THE INTEREST RATE WILL
RESULT IN HIGHER PAYMENTS, DECREASES IN THE INTEREST
RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the
Security Instrument, Borrower and Lender further covenant and agree as follows:
A. INTEREST RATE AND SCHEDULED PAYMENT CHANGES
The Note provides for an initial interest rate of8.000%. The Note provides for changes
in the interest rate and the payments, as follows:
3. PAYMENTS
(A) Scheduled Payments
All references in the Security Instrument to "monthly payments" are changed to "scheduled
payments."
I will pay principal and interest by making payments when scheduled: (mark one):
XXII will make my scheduled payments on the first day of each month beginning on
OCTOBER 1, 1995
☐ I will make my scheduled payments as follows:
•
☐ In addition to the payments described above, I will pay a "balloon payment" of
\$ On The Note Holder will deliver or
mail to me notice prior to maturity that the balloon payment is due. This notice will state the
balloon payment amount and the date that it is due.
(B) Maturity Date and Place of Payments
I will make these payments as scheduled until I have paid all of the principal and interest and
any other charges described in the Note.
My scheduled payments will be applied to interest before principal. If, on SEPTEMBER 1, 2020.
still owe amounts under the Note, I will pay those amounts in full on that date, which is called
the "maturity date."
I will make my scheduled payments at 114 NORTH HOWARD, PO BOX 279, INDIANOLA,
IA 50125 or at a different place if required by the Note Holder.
(C) Amount of My Initial Scheduled Payments
Each of my initial scheduled payments will be in the amount of U.S. \$308.25
This amount may change.

MULTISTATE ADJUSTABLE RATE RIDER
Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form ARLR 2/8/95

C) Scheduled Layment Changes
Changes in my scheduled payment will reflect changes in the unpaid principal of my loan and in
the interest rate that I must pay. The Note Holder will determine my new interest rate and the
changed amount of my scheduled 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 one)
The interest rate I will pay may change on the first day of .SEPTEMBER, 1998.
and on that day every36TH month thereafter.
☐ The interest rate I will pay may change
and on every thereafter.
(B) The Index
Designing with the first Change Date, was interest acts will be been down as Index. The Windows in
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is: WEEKLY AVERAGE YIELD ON U.S. TREASURY SECURITIES ADJUSTED TO A CONSTANT
MARKET AVERAGE TEME ON C.S. INCASORI SECURITIES ADJUSTED TO A CONSTANT
MATURITY OF THREE YEARS
The most recent Index figure available as of the date 45 days XX 30 DAYS
before each Change Date is called the "Current Index."
If the Index is no longer available, the Note Holder will choose a new index which is based
upon comparable information. The Note Holder will give me notice of this choice.
(C) Calculation of Changes
Before each Change Date, the Note Holder will calculate my new interest rate by ADDING
(
will not be rounded off.
will be rounded off by the Note Holder to the nearest
will be rounded off by the Note Holder up to the nearest
\square will be rounded off by the Note Holder down to the nearest
Subject to the limitations stated in Section 4(D) below, this amount will be my new interest rate
until the next change date.
The Note Holder will then determine the amount of the scheduled payment that would be
sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the
maturity date at my new interest rate in substantially equal payments. The result of this calculation
will be the new amount of my scheduled payment.
(D) Limits on Interest Rate Changes * TWO AND NO/1000
My interest rate will never be increased or decreased on any single change date by more than
My interest rate will never be greater than
(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
At least 25 days, but no more than 120 days, before the effective date of any payment change,
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. 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:
Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form ARLR 2/6/95 (page 2 of 3)

2. SCHEDULED PAYMENTS FOR TAXES AND INSURANCE

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

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.

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 I ender's estimates are too high or if taxes and insurance rates go down, the amounts that I

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

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. the time to reduce the sums secured.

BY SIGNING BELOW	, Borrower accepts and	l agrees to the te	erms and coven	ants contained in
this Adjustable Rate Rider				
	x / mother L	- Patrick		(Seal)
	TIMOTHY L. PATRIC	<u>K</u>	_	-Borrower
•	& James	fatrie	<u>C</u>	(Seal)
	JAMIE S. PATRICK	1		-Borrower