NORWEST BANK IOWA, N.A.

DES MOINES, IA 50304-0837

666 WALNUT STREET

Operations

Moines, lowa

REAL ESTATE MORTGAGE: For value received, I, THOMAS F. JUCKETTE AND LINDA K. JUCKETTE,

Wainut St.

MORTGAGOR

"I" includes each mortgagor above

THOMAS F. JUCKETTE

LINDA K. JUCKETTE

R.R.

CUMMING,

CONSTRUCTION

COMPUTER.

RECEIPED.

COMPARED_L

HUSBAND AND WIFE

of this mortgage and in any riders described

before me, a Notary Public in the State of Iowa,

Ł

PO BOX 837

MORTGAGEE

"You" means the mortgagee, its successors and assigns

			, sell, convey and mo	rtgage to you on	JUNE	15, 1995	, the rea
	estate described b	elow and all rights, ea	asements, appurtenance property (all called the	es, rents, leases	and existing and fut	ure improvements ar	nd fixtures that may now
		·	s property tall called the				
	PROPERTY ADDR	ESS:R.R.	(Street)	, <u>cu</u>	MMING (City)	, lo	wa <u>50061</u> (Zip Code)
	LEGAL DESCRIPTION				•		• • • •
	LOIS FOUR (4), FIVE (5)	AND SIX (6) EX	CEPT THAT F	ART OF LOT S	IX (6) DESCRI	BED AS
	COMMENCING	AT THE NORTHE	AST CORNER OF	SAID LOI SI	X (6), THENC	E SOUTH 85 DE	GREES 00' WEST
	139.03 FEET	THENCE SOUT	H 212 FEET, TH	ENCE SOUTH	02 DEGREES 2	o' EAST 751.8	9 FEET, THENCE
	NORIA 780 F	LET ALONG THE	EAST LINE OF ENCE NORTH 186	SATO TOL ST	X (6), THENC	E NORTH 85 DE	GREES
	ACCERCIAN	W OFFICIAL	ENCE NOVIU 190	LEET IO III	E POINT OF B	E CECUTON UST. RETININTING, WIT	RIEEN (13), IN
	TOWNSHIP SE	VENTY-SEVEN	77) NORTH, RAN	CE TWENTY-S	TY (26) WEST	OF THE STAIL D	M MADICON
	COUNTY, IOW		/// HORALLY TELL	OD INLINII D	121 (20) WEST	or min om r	·m., redison
	0001127 2011						
s	TATE OF IOWA,	Inst. No	646 Filed for Rec	ord this 7	_{day of} Septembe	ig 95 at 9:21	AM
M.	ss. ADISON COUNTY,	Book 178	Page 189 R	asserting Fac 6 11	00	But	+ m m:102
			R	ecording Fee \$	Michelle Uts	iler, Recorder, By	Deputy Deputy
	located in _	MADISON			County, low	78.	
N	TITLE: covenant	and warrant title to					nces, current taxes an
0	assessments						
u							
m Š							ements contained in this
SEE	mortgage an owe you und	d in any other docume der this mortgage, the	ent incorporated hereir s instrument or agreem	n. Secured debt, a sent described be	is used in this mortg low, any renewal, re	age, includes any am afinancina, extension	nounts I may at any time n or modification of such
Î			pplicable, the future ac			,	
\mathcal{J}							
NV	The secured	debt is evidenced by	(describe the instrume	nt or agreement s	ecured by this mort	gage and the date th	ereof):
1 1 /			E AMOUNT OF \$8	50,000.00 D	ATED 6/15/95	AND CONSTRUC	I'ION LOAN
\		T DATED 6/20/9		EXTENDED 15	1005		
7	The above o	bligation is due and pa	.,	ECEMBER 15,			if not paid earlier.
$\langle \cdot \rangle$	The total uni	Daid balance secured I	by this mortgage at an /100* * * * * :	y one time shall r	ot exceed a maximu	m principal amount (of EIGHT HUNDRED
1 4	FIFTI III), plus interest.
HELEASED	contemp	plated and will be sec	e amount is secured ured to the same exter	even though all nt as if made on t	or part of it may he date this mortgag	not yet be advance le is executed.	d. Future advances are
₹	NOTICE: THI	S MORTGAGE SECUI	RES CREDIT IN THE AI	MOUNT OF \$ _8	50,000.00	LOANS AND A	ADVANCES UP TO THIS SEQUENTLY RECORDED
- C	AMOUNT, T	OGETHER WITH INTE ORTGAGES AND LIEN	EREST, ARE SENIOR T	O INDEBTEDNES	S TO OTHER CRED	ITORS UNDER SUBS	SEQUENTLY RECORDED
	OK FILED IVI	JATGAGES AND LIEN					
	🔀 Variable	Rate: The interest rat	e on the obligation sec	ured by this mort	gage may vary acco	rding to the terms of	that obligation.
		copy of the loan agre ade a part hereof.	eement containing the	terms under whi	ch the interest rate	may vary is attache	ed to this mortgage and
		nercial Construct	ion 🗍				
		,					
							exempt from judicial arty with respect to
		oon this contract.(\	Triact, I voluntarily	Sive oh ilik lik	The first proced	July 101 tills brobe	ity with respect to
		Carl Hora	30 A	USPIS X/	1mac 14	ucket !	30 Huy 95
	(Signature)	, 7		(Date) (Signal	ture)		(Date)

SIGNATURES: By signing below, I agree to the terms and covenants contained on pages 1 and above that I bave signed. I also acknowledge receipt of a copy of this mortgage on today/s/date/

day of

THEIR

to me personally known, who being by me duly sworn or affirmed did say that that person is

(Title) of said corporation, that (the seal affixed to said instrument is the seal of said) (no seal has been procured by said) corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of acknowledged the execution of said instrument to be the voluntary act and deed of said corportion by it voluntarily executed. e Of lowe

JUCKETTE, HUSBAND AND WIFE

Corporate

Acknow

THOMAS F. JUCKETTE

ACKNOWLEDGMENT: STATE OF IOWA; COUNTY OF MADISON

personally appeared THOMAS F.

its board of directors and the said

executed the same as _

MARY E. KENNEDY MY COMMISSION EXPIRES

JUCKETTE AND LINDA K.

to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that _

_voluntary act and deed.

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. Walver 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.