

REAL ESTATE MORTGAGE

WHEREAS: Robert S. Anderson and Sharon K. Anderson, husband and wife
whose address is 300 NW School, Leon, IA 50144
(hereinafter referred to as "Mortgagor" whether one or more), in consideration of all Mortgagor's indebtedness, liabilities, and obligations to
Citizens Bank
whose address is 111 N. Main, Leon, IA 50144
(hereinafter referred to as "Mortgagee"), now existing or hereafter incurred, and other valuable consideration in hand paid, does hereby mort-
gage, grant and convey unto Mortgagee the following described premises situated in Madison
County and State of Iowa, to wit:

Lots Three (3) and Four (4), Block Five (5), in the Original Town of
Patterson, Madison County, Iowa.

RELEASED 02-25-02 SEE
RECORD 2002 PAGE 915

COMPUTER [checked]
RECORDED [checked]
COMPARED [checked]

REC \$ 20.00
AUD.
R.M.F. \$

FILED NO. 261
BOOK 177 PAGE 566
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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

together with all the right, title, and interest of the Mortgagor in said property now owned or hereafter acquired and all buildings,
improvements, and fixtures of any type now or hereafter placed on said property and all easements, rights-of-way, appurtenances, rents, issues,
profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the property;
income, profits, royalties, and all oil and gas rights and profits, water, water rights, and water stock; all leases or subleases covering said
property or any portion thereof, now existing or hereafter entered into, and all right, title and interest of Mortgagor thereunder including but not
limited to all rents; all interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire; and all
fixtures, buildings, all personal property integrally belonging to or hereafter becoming an integral part of the buildings, whether attached or
detached; improvements and appurtenances now or hereafter attached to the property, all of which including replacements and additions
thereto, shall be deemed to be and remain part of the property covered by this Mortgage. All of the foregoing property and interests shall be
collectively hereinafter referred to as the "Premises."

This Mortgage is given to secure the payment of Mortgagor's obligations due under a certain promissory note dated July 28, 1995
in the original principal sum of Ten Thousand Five hundred and no/100-----

Dollars (\$10,500.00-----), with a final maturity date of August 1, 2005
(the "Note") and interest thereon according to the terms of the Note and any and all extensions, renewals, modifications, or substitutions thereof;
the payment of all sums advanced to protect the Premises, including those described in paragraph (5) below; and each and every debt, liability
and obligation of every type and description, including guarantees or accommodations, which the Mortgagor may now, or at any time in the
future, owe or be obligated on to the Mortgagee, whether such debt, liability, or obligation now exists or hereafter arises, is direct or indirect, due
or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, or several, or joint and several. The Note and
all such debts, liabilities, and obligations are collectively hereinafter referred to as "Obligations."

NOTICE: This Mortgage secures credit in the amount of Ten Thousand Five hundred and no/100-----
Dollars (\$ 10,500.00-----). 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.

PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE
LOANS OR ADVANCES IN ANY AMOUNT.

Mortgagor acknowledges that it is granting to Mortgagee a security interest in both real and personal property; that this Mortgage secures
future advances made by Mortgagee to Mortgagor; and that the Obligations are secured by property acquired after the date hereof. The Mort-
gagor hereby warrants that it: a) is the fee owner of the Premises hereby mortgaged; b) has the right to mortgage, grant and convey the
Premises; and c) will warrant and defend the title to the Premises against all claimants whosoever. Mortgagor covenants and agrees with the
Mortgagee as follows:

- 1. Payment of Obligations. Mortgagor agrees to pay when due all of the Obligations and all taxes, liens, judgments, or assessments which
may be lawfully assessed against the Premises and the rental charges upon any leases assigned as additional security for this Mortgage.
2. Insurance. Mortgagor, at its expense, will maintain with insurers approved by Mortgagee, insurance with respect to the improvements
and personal property constituting the Premises against loss by fire, lightning, tornado, and other perils covered by a standard extended cover-
age endorsement, in an amount equal to at least one hundred percent of the full replacement value thereof; and insurance against such other
hazards in such amount as is customarily carried by owners and operators of similar properties and as Mortgagee may require for its protec-
tion. Mortgagor will comply with such other requirements as Mortgagee may from time to time request for the protection by insurance of the
interest of the respective parties. All insurance policies maintained pursuant to this Mortgage shall name Mortgagor and Mortgagee as ins-
ureds, as their respective interests may appear, and provide that there shall be no cancellation or modification without written notice to the
Mortgagee fifteen (15) days prior to its expiration date. In the event of cancellation of such insurance, Mortgagee may procure such insurance
and the cost thereof shall be added to the loan secured by this Mortgage and shall bear interest from the date of disbursement at the rate
payable from time to time on outstanding principal on the Note unless payment of interest at such rate would be contrary to applicable law,
in which event such amounts shall bear interest at the highest interest rate authorized by applicable law. Mortgagor shall deliver to Mortgagee
the original policies of insurance and renewals thereof. Failure to furnish such insurance by Mortgagor, or renewals as required hereunder
shall, at the option of Mortgagee, constitute a default.
3. Maintenance and Compliance With Laws. Mortgagor shall keep the Premises in good repair and condition and shall not commit waste
or permit impairment or deterioration of the Premises and shall comply with the provisions of any lease if this Mortgage is on a leasehold.
No improvement now or hereafter erected upon the Premises shall be altered, removed or demolished without the prior written consent of
Mortgagee. Mortgagor shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises and not
commit, suffer or permit any act to be done in or upon the Premises in violation of any law, ordinance, regulation, covenant, condition or
restriction. Mortgagor shall complete or restore promptly and in good workmanlike manner any building, improvement or personal property
constituting part of the Premises which may be damaged or destroyed and pay, when due, all claims for labor performed and materials furnish-
ed therefor and for any alterations thereof.
4. Condemnation. Mortgagor shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain.
Mortgagor agrees that all money and awards payable as damages or compensation for the taking of title to or possession of, or for damage
to any portion of the Premises by reason of any condemnation, eminent domain, change of grade, or other proceeding shall, at the option of
the Mortgagee, be paid to the Mortgagee, and such moneys and awards are hereby assigned to Mortgagee, and judgment thereafter shall be
entered in favor of Mortgagee. When paid, such moneys and awards shall be used, at Mortgagee's option, toward the payment of the Oblig-
ations secured hereby in such order or manner as Mortgagee may desire or determine, or shall be used at its option, for payment of taxes,
assessments, repairs or other items for the payment of which this Mortgage is given as security, whether the same be then due or not, and in
such order or manner as Mortgagee may determine. Any amount not so used shall be released by the Mortgagee to the Mortgagor. Such
application or release shall not cure or waive any default or foreclosure proceedings. In the event Mortgagee deems it necessary to appear or
answer in the condemnation action, hearing or proceedings, Mortgagor shall pay all expenses in connection therewith, where allowed by applic-
able law.
5. Taxes, Assessments and Charges. Mortgagor shall pay all taxes, assessments and other charges, including, without limitation, fines and
impositions attributable to the Premises, and leasehold payments or ground rents, if any, before the same become delinquent. Mortgagor shall
furnish to Mortgagee proof of payment within fifteen (15) days after the date in which such taxes, assessments or charges become delinquent.
Mortgagor shall pay all taxes and assessments levied upon this Mortgage or the Obligations secured hereby, together with any other taxes or
assessments which may be levied against the Mortgagee or the legal holder of the Note.

6. **Additional Liens and Protection of Mortgagee's Security.** Mortgagor shall make all payments of interest and principal and payments of any other charges, fees and expenses contracted to be paid to any existing or subsequent lienholder or prior or subsequent mortgage before the date they are delinquent or in default, and promptly pay and discharge any and all other liens, claims or charges which may jeopardize the security granted herein. If a) Mortgagor fails to make any such payment or fails to perform any of the covenants and agreements contained in this Mortgage, or in the Note or in any prior or subsequent mortgage or any prior or subsequent deed of trust; or b) if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises, including, but not limited to proceedings involving a decedent, or mortgage foreclosure action; or c) any action or proceeding be commenced to which action or proceeding the Mortgagee is made a party by reason of the execution of this Mortgage or the obligations it secures, then Mortgagee, at Mortgagee's option and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interests. Such action may include, but is not limited to, disbursement of reasonable attorneys' fees, payment, purchase, contest or compromise of any encumbrance, charge or lien, entry upon the Premises to make repairs, or declaration of default under this Mortgage and Note, and sale or foreclosure thereunder. In the event that Mortgagor shall fail to pay taxes, assessments, or other charges or to make any payments to any existing prior or subsequent lienholders or prior or subsequent beneficiaries, Mortgagee may make such payment, but shall not be obligated to do so. Any amounts disbursed by Mortgagee pursuant to this Paragraph 6 shall become additional indebtedness of Mortgagor secured by this Mortgage. Such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the rate of 21.0 % per annum. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional security for this Mortgage. Nothing contained in this Paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

7. **Permitted Contests.** Mortgagor may contest, in good faith: (1) the existence, amount or validity of any taxes, assessments, charges, fines, or other impositions levied against it; (2) the existence/effect of any lien or encumbrance; or (3) the application of or compliance with any law or regulation governing this Mortgage. Such contest may also include an inquiry as to the amount of damages caused by Mortgagor's actions or failure to act. Mortgagor must give immediate written notice to Mortgagee of the commencement of any contest described herein. The effect of any appropriate contest as described herein will be to prevent the collection of any tax, assessment, charge, fine or other imposition during the pendency of the proceedings, and shall temporarily prohibit the sale or forfeiture of the premises or interference with the normal use of the premises by Mortgagor during the pendency of such proceedings.

8. **Leased Premises; Assignment of Rents.** Within ten (10) days after demand, Mortgagor shall furnish to Mortgagee a schedule certified to be true, setting forth all leases of space in or of the Premises then in effect, including, in each case, the name of the tenants and occupants, a description of the space occupied by such tenant and occupancy, the rental payable for such space and such other information and documents with respect to such leases and tenancies as the Mortgagee may request.

Without the prior written consent of Mortgagee, Mortgagor shall not, directly or indirectly, with respect to any lease of space in the described Premises, whether such lease is now or hereafter in existence: (a) accept or permit any prepayment, discount or advance rent payable thereunder; (b) cancel or terminate the same, or accept any cancellation, termination or surrender thereof, or permit any event to occur which would entitle the lessee thereunder to terminate or cancel the same; (c) amend or modify the same so as to reduce the term thereof, the rental payable thereunder, or to change any renewal provisions therein contained; (d) waive any default thereunder or breach thereof; (e) give any consent, waiver or approval thereunder or take any other action in connection therewith, or with a lessee thereunder, which would have the effect of impairing the value of lessor's interest thereunder on the Premises, or of impairing the position or interest of the Mortgagee; or (f) sell, assign, pledge, mortgage or otherwise dispose of, or encumber, in any such lease or rents, issues or profits issuing or arising thereunder.

Mortgagee shall have the right, power and authority during the continuance of this Mortgage to collect the rents, issues and profits of the Premises with or without taking possession of the property affected hereby, and Mortgagor hereby absolutely and unconditionally assigns all such rents, issues and profits to Mortgagee. Mortgagee however, hereby consents to the Mortgagor's collection and retention of such rents, issues and profits as they accrue and become payable so long as Mortgagor is not, at such times, in default as defined herein. Upon any such default, Mortgagee may at any time, either in person, by agent, or by a receiver to be appointed by a court, without notice and without regard to the adequacy of any security for the indebtedness hereby secured: (a) enter upon and take possession of the Premises or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; (b) perform such acts of repair or protection as may be necessary or proper to conserve the value of the Premises; and (c) lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate, or terminate or adjust the terms and conditions of existing leases. Unless Mortgagor and Mortgagee agree otherwise in writing, any application of rents, issues or profits to any indebtedness secured hereby shall not extend or postpone the due date of the installment payments as provided in said Note or change the amount of such installments. The entering upon and taking possession of the Premises, the collection of such rents, issues and profits, and the application thereof as described herein, shall not waive or cure any default or notice of default hereunder, or invalidate any act done pursuant to such notice. Mortgagor also assigns to Mortgagee, as further security for the performance of the Obligations secured hereby, all prepaid rents and all monies which may have been or may hereafter be deposited with said Mortgagor by a lessee of the Premises to secure the payment of any rent, and upon default in the performance of any of the provisions hereof, Mortgagee agrees to deliver such rents and deposits to the Mortgagee. Delivery of written notice of Mortgagee's exercise of the rights granted herein to any tenant occupying said premises shall be sufficient to require said tenant to pay said rent to the Mortgagee until further notice.

9. **Events of Default.** Any of the following events shall be deemed an Event of Default hereunder:

- (a) Mortgagor shall fail to pay the principal or interest of all or any part of the Obligations when due;
- (b) Mortgagor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or of all or any part of the Premises, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or
- (c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Mortgagor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Mortgagor or of all or any part of the Premises, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Mortgagee and such appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or
- (d) A writ of execution or attachment of any similar process shall be entered against Mortgagor which shall become a lien on the Premises, or any portion thereof or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated or stayed within thirty (30) days after its entry or levy; or
- (e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained herein or in any of the documents evidencing Obligations secured by this Mortgage; or
- (f) Mortgagor fails to perform any terms, conditions, covenants, or agreements which are part of any document or agreement other than this Mortgage which secures all or any part of the Obligations.

10. **Acceleration; Foreclosure.** Upon the occurrence of any Event of Default, Mortgagee may, at its option, declare immediately due and payable all Obligations secured by this Mortgage and the same shall thereupon be immediately due and payable without further notice or demand; and/or Mortgagee may foreclose this mortgage in accordance with the laws of the State of Iowa. In the event of any action by Mortgagee to enforce collection of any of the Obligations secured hereby, the Mortgagor agrees that any expense incurred in connection therewith or incurred to procure or extend an abstract of title shall, when incurred or paid by Mortgagee, become a part of the Obligations secured hereby and shall be paid by Mortgagor together with all the taxable costs of such action. In the event any action is brought to foreclose this Mortgage, Mortgagee shall be entitled to immediate possession of the Premises, and the Court, or a judge thereof in vacation, shall appoint upon Mortgagee's request a receiver to take possession of said Premises to collect and receive rents and profits arising therefrom; and from any money so collected, to pay taxes, or provide insurance, make needed repairs to improvements upon the Premises, and make any other expenditures authorized by the Court, and apply any sum remaining after the payment of such authorized expenditures to the Obligations.

Mortgagee shall further have and may exercise with respect to any personal property described herein all rights and remedies it has as a secured party under the Iowa Uniform Commercial Code.

11. **Redemption.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months, provided the Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Mortgagee or its successor in interest, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagors or their successor in interest in such action. If the redemption period is so reduced, Mortgagor or its successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagor shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code, and this paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

12. **Failure or Delay to Act.** Failure or delay of Mortgagee to exercise any of its rights or privileges, or to insist upon strict performance of any covenants or agreements of Mortgagor contained in this Mortgage shall never be construed as a waiver of a) any requirement or obligation of Mortgagor, or b) any right or remedy of Mortgagee contained in or based upon any of the terms, provisions, agreements or covenants of this Mortgage, or c) any future defaults.

13. **Additional Security Instruments.** Mortgagor, at its expense, will execute and deliver to the Mortgagee, promptly upon demand, such security instruments as may be required by Mortgagee, in form and substance satisfactory to Mortgagee, covering any of the Premises conveyed by this Mortgage, which security instruments shall be additional security for Mortgagor's faithful performance of all of the terms, covenants, and conditions of this Mortgage, the Note and any and all other documents evidencing the Obligations secured hereby, and any other security instruments executed in connection with this transaction. Such instruments shall be recorded or filed, and re-recorded and refiled, at Mortgagor's expense.

14. **Fixture Filing.** This Mortgage shall be effective as a financing statement to perfect the security interest of the Mortgagee in any fixtures described herein.

15. **Liens and Encumbrances.** The Premises are free and clear of all liens and encumbrances whatsoever, except: _____
no exceptions

16. **Inspections.** Mortgagee or its agents, representatives or workmen are authorized to enter at any reasonable time upon all or any part of the Premises for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of the Mortgage. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Premises by Mortgagee shall be entirely for its benefit and Mortgagor shall in no way rely or claim reliance thereon.

17. **Acceptance of Payments.** Mortgagor agrees that acceptance by Mortgagee of any sum in payment, or part payment of the Obligations secured hereby, after the same is due or after foreclosure proceedings are filed, shall not constitute a waiver of the right to require prompt payment when due, of all other Obligations so secured, nor shall such acceptance cure or waive any remaining default or invalidate any foreclosure proceedings for any such remaining default, or prejudice any of the rights of Mortgagee under this Mortgage.

18. **Miscellaneous.** The terms "Mortgagor" and "Mortgagee" wherever used in this instrument shall be construed to include heirs, legatees, devisees, personal representatives, successors and assigns when the context may require or permit, and the covenants and agreements herein contained shall bind and inure to the benefit of the Mortgagor and Mortgagee and their respective heirs, personal representatives, successors and assigns, and the terms "Mortgagor" and "Mortgagee" shall include singular and plural, regardless of gender. This Mortgage and the Obligations which it secures are assignable by Mortgagee, but not by Mortgagor. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute any note or other instrument evidencing the Obligations or any part thereof: a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Premises under the terms of this Mortgage; b) is not personally obligated to pay the Obligations secured by this Mortgage; c) agrees the Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage without that Mortgagor's consent.

19. **Remedies Not Exclusive.** Mortgagee shall be entitled to enforce payment and performance of any indebtedness or Obligations secured hereby and to exercise all rights and powers under this Mortgage or under any other agreement executed in connection herewith or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy provided under this Mortgage to Mortgagee or to which they may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, and it may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Mortgagee from seeking a deficiency judgment against the Mortgagor to the extent such action is permitted by law.

20. **Transfer of the Property.** If all or any part of the Premises or interest therein is sold, transferred or otherwise conveyed by Mortgagor without Mortgagee's prior written consent (excluding [a] the creation of a purchase money security interest for household appliances, [b] a transfer by devise, descent or by operation of law upon the death of a joint tenant, or [c] the granting of any leasehold interest of three [3] years or less which does not contain an option to purchase), such action is an event of default under this Mortgage, and Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.

21. **Notices.** Except for any notices, demands, requests or other communications required under applicable law to be given in another manner, whenever Mortgagor or Mortgagee give or serve any notice, demands, requests or other communication with respect to this Mortgage, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or is mailed by regular mail, postage prepaid, addressed to the address as set forth at the beginning of this Mortgage. Any party may at any time change its address for such notices by delivering or mailing to the other party hereto, as aforesaid, a notice of such change. Any notice hereunder shall be deemed to have been given to Mortgagor or Mortgagee, when given in the manner designated herein.

22. **Severability.** In the event any one or more of the provisions contained in this Mortgage, or the Note or any other security instrument given in connection with this transaction shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein. If the lien of this Mortgage is invalid or unenforceable as to any part of the Obligations, or if the lien is invalid or unenforceable as to any part of the Premises, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or not fully secured by the lien of this Mortgage.

23. **Governing Law.** This Mortgage shall be governed by the laws of the State of Iowa.

24. **Copies.** Mortgagor hereby acknowledges it has been given one executed copy of this Mortgage together with a copy of each promissory note secured hereby.

25. **Addenda.** If one or more Addenda are executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of each Addendum shall be incorporated into and shall supplement the covenants and agreements of this Mortgage as if the Addenda were part of this Mortgage.

26. **Attorneys' Fees.** Mortgagors shall pay all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees.

27. **Release of Rights of Dower, Homestead and Distributive Share.** Each person signing as "Mortgagor" hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

28. **Warranty and Indemnification regarding Hazardous Substances.** Mortgagor warrants to Mortgagee that the Premises are free and clear of all hazardous substances, and there does not now exist any claim for expenses, costs, damages, or losses related to any hazardous substance or the cleanup of such substances. Mortgagor further warrants there are no claims or allegations of the existence of any hazardous substance in or on the Premises. Mortgagor agrees to indemnify and hold Mortgagee harmless from any and all claims, suits, losses, damages or expenses whatsoever, on account of injuries or death of any person, and all loss or destruction of, or damage to, the Premises, and any and all economic losses, whether direct, indirect or consequential arising or growing out of, or in any manner connected with, the past, present or future presence of hazardous substances as

defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et. seq. as amended, or any other state or federal law now in existence or hereafter existing, relating to the Premises. Mortgagor further agrees that it will appear and defend, at its own expense, in the name and on behalf of the Mortgagee, all claims, actions or suits in whatever forum, in any matter arising or growing out of the alleged presence of any hazardous substance on the Premises referred to herein and for which the Mortgagee is alleged to be liable. This indemnification shall survive payment in full of the Obligations.

29. Additional Terms:

IN WITNESS WHEREOF, this instrument is executed and delivered to Mortgagee by Mortgagor this 28th day of July, 19 95.

Robert S. Anderson
Robert S. Anderson Mortgagor (Individual)

Mortgagor (Non-Individual)

Sharon K. Anderson
Sharon K. Anderson Mortgagor (Individual)

By _____
Its _____

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

Dated: July 28, 19 95 Robert S. Anderson
Robert S. Anderson

Dated: July 28, 19 95 Sharon K. Anderson
Sharon K. Anderson

State of Iowa)

County of Decatur) ss.)

The foregoing instrument was acknowledged before me on July 28, 1995 by Robert S. Anderson and Sharon K. Anderson, husband and wife



Tina G. Smith
Notary Public

My commission expires September 10, 1996

(TO BE USED IF MORTGAGOR IS A CORPORATION)

State of _____)

County of _____) ss.)

The foregoing instrument was acknowledged before me on _____, 19____ by _____, President of _____ a _____ Corporation, on behalf of the Corporation.

Notary Public

My commission expires _____

(TO BE USED IF MORTGAGOR IS A PARTNERSHIP)

State of _____)

County of _____) ss.)

The foregoing instrument was acknowledged before me on _____, 19____ by _____, Partner, on behalf of a partnership.

Notary Public

My commission expires _____