RR 4 BOX 227 LINTERSET IDA 50273 MORTGAGE Trincludes each mortgagor above. REAL ESTATE MORTGAGE: for value received, MAYNE JURGENSEN 3 CREEK SHEPHERD TO 100 SO273 CO 200 MORTGAGE SHEPHERD SHIFE SHILL CONVEY and mortgage to you on Dil 21 1971 SHEPHERD TITLITURAL YES AR HISBARD S MIFE SHILL CONVEY and mortgage to you on Dil 21 1971 SHEPHERD TITLITURAL YES AR HISBARD S MIFE SHILL CONVEY and mortgage to you on Dil 21 1971 SHEPHERD THE MAY NOW OF all in the future be part of the property dial called the 'proporty and mortgage to you on Dil 21 1971 SHEPHERD THE MAY NOW OF all in the future be part of the property dial called the 'proporty of the future be part of the property dial called the 'proporty of the future be part of the property dial called the 'proporty of the SHEPHERD THE MAY IN TO 30 SHEPPERD THE MAY IN T			Deputy
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REAL ESTATE MORTCAGE: For value received, I. MAYNE I. BIRGENSEN B. LORRIE J. SHEPHERD. TREJUTURALLY AS-HUSBAND. 8. MIFE. — sell, convey and morpage to you on			COMPAR
### AS PAINT & MIFE. sell, convey and mortgage to you on			assigns.
### AS PAINT & MIFE. sell, convey and mortgage to you on	AL ESTATE MORTGAGE: For value received, I. WAYNE L. JURE	GENSEN & LORRIE J SHEPHERD, INDIVI	DUALLY &
In the future be part of the property (all called the 'property'. PROPERTY ADDRESS: ROUTE 4 BBX 227 LEGAL DESCRIPTION: THIS MIXICAGE STOP AMPID MORITIME INTED MAY 13, 1991 FILED IN BOOK 158, PAGE 796 TO ROUTE A PATCAL OF THE MIXICAGE STOP AMPID MORITIME INTED MAY 13, 1991 FILED IN BOOK 158, PAGE 796 TO ROUTE A PATCAL OF I and I located in the Southwest Quarter (‡) of the Northwest Quarter (‡) of Section Fourteen (10 Inomship Seventy—six (76) North, Range Twenty—sight (28) West of the 5th P.M., Madison Country, Lova, more particularly described as follows: Reginning at the West Quarter (‡) corner of Section Fourteen (14), To Seventy—six (76) North, Range Twenty—sight (28) West of the 5th P.M., Madison Country, Lova, more particularly described results of the 15th P.M., Madison Country, Lova, more particularly described results of the 15th P.M., Ph.M.	<u> HUSBAND & WIFE</u> , sell, convey and mortgage to you on cribed below and all rights, easements, appurtenances, rents, leases and	Oct 01, 1993	, the real es
THIS NOTICE STATE THE NOTICE STATE TO AMPD MARION MARION MARION MARION MARION MARION MARION MARION MAY 130, 1991 FILED IN BOOK 158, PAGE 258 TO ROUSE'S NAME _ LORRIE J SPETHED A parcel of land located in the Southwest Quarter (\$) of the Northwest Quarter (\$) of Section Fourteen (10 Township Seventy—six (76) North, Range Twenty—eight (28) West of the 5th P.M., Madison County, Lowe, more particularly described as follows: Beginning at the West Quarter (\$) corner of Section Fourteen (14), To Seventy—six (76) North, Range Twenty—eight (28) West of the 5th P.M., Madison County, Lowe; thence along line of said Section Fourteen (14) North (0°52 12") West 254.11 feet; thence North 89°17'37" East 425.58 feet to the centerline of a county no along said centerline South 00°24 "49" East 50.00 feet to the South time of the Northwest Quarter (\$) of sa County or along said centerline South 00°24 "49" East 50.00 feet to the South time of the Northwest Quarter (\$) of sa County or along said centerline South 00°24 "49" East 50.00 feet to the South time of the Northwest Quarter (\$) of sa County or along said centerline South 00°24 "49" East 50.00 feet to the South time of the Northwest Quarter (\$) of sa County or along said centerline South 00°24 "49" East 50.00 feet to the South time of the Northwest Quarter (\$) of sa County or along said centerline South 00°24 "49" East 50.00 feet to the South time of the Northwest Quarter (\$) of sa County or along said centerline South 00°24 "49" East 50.00 feet to the South time of the Northwest Quarter (\$) of sa County or along said south 00°24 "49" East 50.00 feet to the South time of the Northwest Quarter (\$) of sa County or Along time of South 150 (\$) of said 150 (\$) of s	ne future be part of the property (all called the "property").	WINTERSET TA	
RUSE'S NAME - IORRIE J SHEPHRO A parcel of land located din the Southwest Quarter (‡) of the Northwest Quarter (‡) of Section Fourteen (1) Tonsship Seventy-six (76) North, Range Tventy-eight (28) West of the 5th P.M., Padison County, Tone, nore particularly described as follows: Beginning at the West Quarter (‡) Carner of Section Fourteen (14), To Seventy-six (76) North, Range Tventy-eight (28) West of the 5th P.M., Padison County, Tones, nore particularly described as follows: Beginning at the West Quarter (‡) Carner of Section Fourteen (14), To Seventy-six (76) North, Range Tventy-eight (28) West of the 5th P.M., Padison County, Tones, thence along Line of said Section Fourteen (14) North Or 20' 21' West 284.11 feet; thence North 89'17' 3" East 425.35 for the 140' 140' 140' 140' 140' 140' 140' 140'	GAL DESCRIPTION: THIS MORTICACE IS TO AMEND MORTICACE.	DATED MAY 13. 1991 FILED IN BOOK 158. PAGE	Zip Code)
Tomship Seventy-six (76) North, Range Tearty-eight (28) West of the 5th P.M., Madison County, Iose, more particularly described as follows: Beginning at the West Quarter (3) Corner of Section Fourteen (14), To Seventy-six (76) North, Range Tearty-eight (28) West of the 5th P.M., Madison County, Iose; thence along Line of said Section Fourteen (14) North (07% 21" West 254.11 feet; thence North 87"17" 37" East 425.59 fo South (075% 35" West 214.18 feet; thence North 87"17" ST 284.13 (.26 feet to the centerline of a county roal along said south (14); thence along said south line South 89"17" 37" West 250.19 feet to the point of beginning; sof land contains 3.000 acres including 0.038 acres of county road right-of-way. (RANIORS also convey to Grantee an essenant for a well and water-line, which well is located North and E above-described real estate, for the purpose of operating, maintaining and repairing said well and water-line described real estate, for the purpose of operating, maintaining and repairing said well and water-line for such purpose. Such shall terminate and expire in the event Wayne L Jurgensen, Grantee, sells or conveys the above-described County, lows. ITILE: I covenant and warrant tills to the property, except for encumbrances of record, municipal and zoning ordinances, current tax assessments not yet due and SECURED DEST. This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contains mortgage and in any other document incorporate theron. Secured debt as well and water any agreement and agreements contains mortgage and in any other document incorporate theron. Secured debt are used in his mortgage, includes any amounts I may at any our under this mortgage and in any other document incorporate thera. Secured debt are used in his mortgage, includes any amounts I may at any our secured well and the performance of the covenants and agreements contained any ordinances. Performent agreement secured by this mortgage and the date thereof): MERCED D	SE'S NAME — LORRIE J SHEPHERD		
particularly described as follows: Beginning at the West Quarter (‡) Corner of Section Fourteen (14), To Seventy-six (%) North, Range Twenty-eight (28) West of the 5th P.M., Yadison Cantry, Low; thence along Line of said Section Fourteen (14) North (07% 21" West 264.11 feet; thence North 99"17"37" East 31.36 feet to the center-line of a county nalong said center-line South 60"24" Past 50.00 feet to the South 10"8 of the Northwest Juster (‡) of Securitien (14); thence along said South line South 89"17"37" West 801.92 feet to the point of beginning; so f land contains 3.000 acres including 0.038 acres of county road right-of-way. @RANTORS also convey to Grentee an essement for a well and water-line, which well is located North and E above-described real estate, for the purpose of operating, maintaining and repairing said well and water-line for such the right of ingress and egress to and from said well and water-line for such upropes. Such shall terminate and expire in the event Wayne L Jurgensen, Crantee, sells or conveys the above-described located in			
Seventy-six (76) North, Renge Tkenty-edight (28) West of the 5th P.M., Medison County, Towa; thence along line of said Section Fourteen (14) North 00°601" West 244.18 feet; thence North 89°17'37" Bast 381.36 feet to the centerline of a county re along said centerline South (0°724'49" Bast 50.00 feet to the South line of the Northwest Quarter (4) of s Fourteen (14); thence along said South line South \$97'173" West 801.92 feet to the point of beginning; so fland contains 3.000 acres including 0.038 acres of county road right-of-way. (RANINES also convey to Grentee an essement for a well and waterline, which well is located North and E above-described real estate, for the purpose of operating, maintaining and repairing said well and waterline, which well is located on the shall terminate and expire in the event Wayer L Jurgensen, Grantee, sells or conveys the above-described shall terminate and expire in the event Wayer L Jurgensen, Grantee, sells or conveys the above-described TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current te assessments not yet due and SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contains mortgage and in any ofter document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I may at any you under this mortgage, the instrument or agreement described below, any renewal, refinancing, extension or mortification of such instrugence of the covenants and agreements contains mortgage and in any ofter document incorporated herein. Secured debt, as used in this mortgage and the date thereof): **MORTGAGE NOTE** The above obligation is due and payable on The total unpaid balance secured by tis mortgage and the date thereof): **MORTGAGE NOTE** The above obligation is due and payable on The total unpaid balance secured by tis mortgage is executed. **NORTGAGE NOTE** The above obligation is due and payable on The total un			
Line of said Section Fourteen (1/4) North 00°25'21' West 20'1.1 feet; thence North 89°17'37' Bast 425.85 feet to the centerline of a county realong said centerline South 00°24'49' Bast 50.00 feet to the South line of the Northwest Quarter (‡) of set for the South 110°52'4'90' Bast 50.00 feet to the South line of the Northwest Quarter (‡) of set for the South 110°52'4'90' Bast 50.00 feet to the South line of the Northwest Quarter (‡) of set for the Interest of South 110°52' Hope and ocean set followed acres including 0.038 acres of country road right-of-way. GRANTOKS also convey to Grantee an easement for a well and waterline, which well is located North and E above-described real estate, for the purpose of operating, maintaining and repairing said well and waterline for such purpose. Such shall terminate and expire in the event Wayne L Jurgensen, Grantee, sells or conveys the above-described located in the located in the event Wayne L Jurgensen, Grantee, sells or conveys the above-described located in Maduson. SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements containe mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I may at any you under this mortgage, the instrument or agreement debt, any renewal, refinancing, extension or modification of such instrugement, and, if applicable, the future advances described below. Any renewal, refinancing, extension or modification of such instrugement, and, if applicable, the future advances described below. The secured debt is evidenced by (describe the instrument or agreement secured by this mortgage and the date thereof): MCRIBAGE NOTE The above obligation is due and payable on the fact the mortgage is executed. The above obligation is due and payable on the fact this mortgage is executed. The above obligation is due and payable on the fact this mortgage is executed. NOTICE: THIS MORTGAGE SAND LIEMS. NOTICE: THIS MORTGAGE SAND LIE			
South 60°53′45″ West 214.18 feet; thence North 89°17′3″ Bast 381.36 feet to the center-line of a county or along said center-line South 60°24′49″ East 50.00 feet to the South line of the Northwest Quarter (½) of a Fourteen (14); thence along said South line South 89°17′3″ West 801.92 feet to the point of beginning; so I land contains 3,000 acres including 0,038 acres of county road right-of-way. (RANTORS also convey to Grantee an easement for a well and water-line, which well is located North and E above-described real estate, for the purpose of operating, maintaining and repairing said well and water-line for such purpose. Such shall terminate and expire in the event Wayne L Jurgensen, Grantee, sells or conveys the above-described located in MAJASON Grantee and the convenient and water and title to the property, except for encumbrances of record, municipal and zoning ordinances, current te assessments not yet due and SECURED DEST: This mortgage secures repayment of the secured debt and the performance of the coverants and agreements contain mortgage and in any ordinar document incorporated herein Secured that, a used in this mortgage, includes any amounts I may at any you under this mortgage, the instrument or agreement described below, any renewal, refinancing, extension or modification of such instragreement, and, if applicable, the future advances described below. The secured debt is evidenced by (describe the instrument or agreement secured by this mortgage and the date thereof): MARTGABE NOTE The above obligation is due and payable on if not paid the performance of the coverants or modification of such instragreement, and, if applicable, the future advances are contained only the secured to the same extent as if made on the date this mortgage is executed. The above obligation is due and payable on it is mortgage and to the same extent as if made on the date this mortgage is a data of the total unpaid balance secured by this mortgage and to the total unpaid balance secured by this mortgage and to the			
along said centerLine South 0°24'49' East 50.07 feet to the South line of the Northwest Quarter (‡) of s Fourteen (14); thence along said South line South 89°17'37'' West 801.92 feet to the point of beginning; so fland contains 3.000 acres including 0.038 acres of county road right-of-way. GRANTORS also convey to Grantee an easement for a well and waterline, which well is located North and E above-described real estate, for the purpose of operating, maintaining and repairing said well and waterline stable the right of ingress and egress to and from said well and waterline for such purpose. Such shall terminate and expire in the event Wayne L Jurgensen, Grantee, sells or conveys the above-described located in Machason. TITLE: I coverant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current to assessments not yet due and SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contains mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I may at any you under this mortgage, the instrument or agreement described below. Any renewal, refinancing, extension or modification of such instrugement, and, if applicable, the future advances described below. The secured debt is evidenced by (describe the instrument or agreement secured by this mortgage and the date thereof): MCRTGAGRE NOTE The above obligation is due and payable on The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of 43.000 DGLLARS AND 00 CENTS Dollars (\$ 43.000.00), plus PLARS AND 00 CENTS Dollars (\$ 43.000.00), plus PLARS AND 00 CENTS PAROUNT, TOGETHER has been amount is secured even though all or part of it may not yet be advanced. Future advances are continued in the same extent as if made on the date this mortgage is 2.000.00), plus PLARS AND CENTS. WAYNE 1. DANS AND ADVANCES UP AND OF SERVER AND LERN			
Fourteen (14); thence along said South line South 89*17*3" West 801.92 feet to the point of beginning; so of land contains 3.000 acres including 0.008 acres of county road right-of-way. RANTORS also convey to Grantee an easement for a well and waterline, which well is located North and E above-described real estate, for the purpose of operating, maintaining and repairing said well and waterline for such purpose. Such shall terminate and expire in the event Wayne L Jurgensen, Grantee, sells or conveys the above-described located in Red Storm (1404.50). TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current te assessments not yet due and SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contains mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I may at any you under this mortgage, the instrument or agreement described below, any renewal, refinancing, extension or modification of such instrument agreement, and, if applicable, the future advances described below, any renewal, refinancing, extension or modification of such instrument or agreement secured by this mortgage and the date thereof): MORTGAGE NOTE The above obligation is due and payable on	ong said centerline South 00°24'49" East 50.00 feet to	the South line of the Northwest Quarter ($(\frac{1}{4})$ of said
RANITORS also convey to Grantee an essement for a well and waterline, which well is located North and E above-described real estate, for the purpose of operating, maintaining and repairing said well and waterlice, sells or conveys the above-described located in the right of ingress and egress to and from said well and waterline for such purpose. Such shall terminate and expire in the event Wayne L Jurgensen, Grantee, sells or conveys the above-described located in MAGLED. County, lowa. TITLE: I covenant and warrant tille to the property, except for encumbrances of record, municipal and zoning ordinances, current te assessments not yet due and MAGLED. SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements containe mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts it may at any you under this mortgage. The intervent of the secured debt as used in this mortgage, includes any amounts in may at any you under this mortgage. The intervent of the secured below, any renewal, refinancing, extension or modification of such instrugement, and, if applicable, the future advances described below, any renewal, refinancing, extension or modification of such instrugement, and, if applicable, the future advances described below. The secured debt is evidenced by (describe the instrument or agreement secured by this mortgage and the date thereof): MORTGABE NOTE The above obligation is due and payable on from the total unpaid balances secured by this mortgage at any one time shall not exceed a maximum principal amount of 43,000 DBLLARS AND 00 CENTS Dollars (\$ 43,000.00 DBLARS AND 00 CENTS DOLLARS AND 00 CENTS DOLLARS AND 00 CENTS DOLLARS AND 00 CENTS DOLLARS AND 00 CENTS DOLARS AND 00 CENTS DOLLARS AND 00 CENTS DOLLARS AND 00 CENTS DOLLAR	ourteen (14); thence along said South line South 89°17'	37" West 801.92 feet to the point of begin	
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together with the right of ingress and egress to and from said well and waterline for such purpose. Such shall terminate and expire in the event Veyne L Jurgensen, Grantee, sells or conveys the above-described located in MAGASON (County, lowa.) TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current te assessments not yet due and sessessments not yet due and SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contains mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I may at any you under this mortgage, the instrument or agreement secured below, any renewal, refinancing, extension or modification of such instrugement, and, if applicable, the future advances described below, any renewal, refinancing, extension or modification of such instrugement, and, if applicable, the future advances described below. The secured debt is evidenced by (describe the instrument or agreement secured by this mortgage and the date thereof): MORTGABE NOTE The above obligation is due and payable on	•		
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SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contains mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I may at any you under this mortgage, the instrument or agreement described below, any renewal, refinancing, extension or modification of such instrugarement, and, if applicable, the future advances described below. The secured debt is evidenced by (describe the instrument or agreement secured by this mortgage and the date thereof): MORTGAGE NOTE The above obligation is due and payable on			
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The above obligation is due and payable on			
The above obligation is due and payable on The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of 43,000 DBLARS AND 00 CENTS Dollars (\$ 43,000.00), plus Future Advances: The above amount is secured even though all or part of it may not yet be advanced. Future advances are contained will be secured to the same extent as if made on the date this mortgage is executed. NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 43,000.00 LOANS AND ADVANCES UP AMOUNT. TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENCE OF PILED MORTGAGES AND LIENS. Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and man hereof. RIDERS: Commercial Construction I understand that homestead property is in many cases protected from the claims of creditors and exempt from it sale; and that by signing this contract, I voluntarily give up my right to this protection for this property with respectations based upon this contract. Cash Amount and the contract of the terms and covenants contained on pages 1 and 2 of this mortgage and in any riders describe that I have signed. I also acknowledge receipt of a copy of this mortgage on today's date. WAYNE L JURGENSEN LORRIE J SHEPHERD		int secured by this mortgage and the date thereof):	
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of 43,000 DDLLARS AND 00 CENTS Dollars (\$ 43,000,000), plus Future Advances: The above amount is secured even though all or part of it may not yet be advanced. Future advances are contrained mivil be secured to the same extent as if made on the date this mortgage is executed. NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 43,000.00	(153) V (3) (11) L. (17) L.	A A A A A A A A A A A A A A A A A A A	
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Future Advances: The above amount is secured even though all or part of it may not yet be advanced. Future advances are controlled and will be secured to the same extent as if made on the date this mortgage sexecuted. NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 43,000.00 LOANS AND ADVANCES UP AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENCE OF FILED MORTGAGES AND LIENS. Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and mathereof. RIDERS: Commercial Construction I understand that homestead property is in many cases protected from the claims of creditors and exempt from j sale; and that by signing this contract, I voluntarily give up my right to this protection for this property with respectations based upon this contract. Voluntarily give up my right to this protection for this property with respectations based upon this contract. Voluntarily give up my right to this protection for this property with respectations based upon this contract. Voluntarily give up my right to this protection for this property with respectations based upon this contract. Voluntarily give up my right to this protection for this property with respectations based upon this contract. Voluntarily give up my right to this protection for this property with respectations based upon this contract. Voluntarily give up my right to this protection for this property with respectations based upon this contract. Voluntarily give up my right to this protection for this property with respectations based upon this contract. Voluntarily give up my right to this protection for this property with respectations based upon this contract, I voluntarily give up my right to this protection for this property with respectations and the protection for this property with re	The total unpaid balance secured by this mortgage at any one time sh	hall not exceed a maximum principal amount of	
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		Madison	} ss.
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© 1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-MTG-IA 7/8/91

MTG RECORD 169

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. Waiver. 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.

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