

DEED OF TRUST

THIS INDENTURE, made and executed this 3rd day of September 19 92, by and between Marion D. Parker & Norma Jean Parker husband & wife, of Madison County, Iowa, hereinafter referred to individually and collectively as "Grantors", and Brenton Bank & Trust Company an Iowa bank with its principal office and place of business at Adel, Iowa, hereinafter referred to as "Grantee".

W-I-T-N-E-S-S-E-T-H:

That Grantors for and in consideration of the indebtedness to the Grantee and of the Trust hereinafter created, and other valuable consideration, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto Grantee, its successors and assigns forever, the certain real estate and the appurtenances thereunto

belonging, situated in the County of Madison and the State of Iowa, to-wit:

The Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Eleven (11), in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

and

The North fifty-five (55) acres of the West 1/2 of the NE 1/4 of Section 11, in Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa, EXCEPT the NE 1/4 of the NW 1/4 of Section 11, lying West of the county road (which runs South from the NW corner of the NE 1/4 NW 1/4 of Section 11 and then veers Southeasterly), all in Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa

RELEASED 3-2-98  
MGR RECORD 195 PAGE 514

COMPUTER

COMPUTER   
RECORDED   
COMPARED

REC \$ 11.00  
AUD \$

FILED NO. 949  
BOOK 169 PAGE 208  
93 OCT 12 AM 11:09  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

FILED NO. 1730  
BOOK 164 PAGE 726  
93 JAN -7 AM 11:37  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Fee \$10.00

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property are herein referred to as the "Property".

The Grantors do hereby covenant with Grantee that the Grantors have good and lawful authority to sell, convey, assign and encumber the Property; that said Property is free and clear of all liens and encumbrances whatsoever except as may be stated; and Grantors covenant to warrant and defend the said Property against the lawful claims of all persons whomsoever, except as may be above stated.

Provided always, that this conveyance is made in trust for the following uses and purposes:

To secure the performance of the covenants and agreements herein set forth and the payment of the indebtedness evidenced by the promissory note(s) or other instruments executed by Grantors, either jointly or severally, to the order of Grantee and any other indebtedness of Grantors, jointly or severally, to Grantee, whether now existing or hereafter incurred, of every kind and character, direct or indirect, whether as maker, endorser, guarantor, surety or by way of overdrafts, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred, including, without limitation, any sums advanced by Grantee in the performance of Grantors' obligations hereunder, including the payment of any fees, insurance, repairs, taxes and amounts secured by encumbrances with respect to the Property, and any attorney fees and other charges and expenses incurred in the collection of the obligations secured hereby, it is the intention of Grantors to secure payment to Grantee of any indebtedness now or hereafter owing by Grantors, or either of them, to Grantee and also to secure payment of any extensions or renewals of any such indebtedness or any part thereof; provided, however, that indebtedness incurred in a "Consumer Credit Transaction" as defined in the Iowa Consumer Credit Code shall not be secured by this Deed of Trust. The security granted or to be granted hereby is and shall be continuing until specifically terminated in writing by the Grantee.

Grantors hereby agree to pay all taxes and assessments, general or special, upon or against any of the Property, before such taxes or special assessments become delinquent and agree to pay, when due, all monies secured by liens or encumbrances that may be upon or against any of the Property. Grantors shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Grantee may require and in such form and amounts and for such periods as Grantee may require; provided, that Grantee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured hereby. Grantors shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

It hereby expressly is agreed by and between the parties hereto and made part of this Deed of Trust that in the event of the nonpayment of any of said notes, obligations and liabilities secured hereby in accordance with their terms or at maturity, whether such maturity be by acceleration or otherwise, or in the event of the failure of Grantors to keep and perform any of the conditions, stipulations and covenants herein contained or required to be kept by the terms of any obligation secured hereby, that then the whole amount of principal and interest secured by the Deed of Trust and then unpaid shall become due and payable absolutely, at the option of Grantee, its successors or assigns, and without notice to Grantors, suit may be brought for the collection thereof, and for the foreclosure of this Deed of Trust. It further hereby is agreed by and between the parties that Grantee, its successors or assigns, may, if it so elect, perform Grantors' obligations hereunder, including the payment of fees, insurance premiums, costs of repairs, taxes and the payment of amounts secured by encumbrances on the Property, and that any monies so expended shall become part of the obligations secured hereby in addition to the other notes and obligations secured hereby and shall draw interest at the

rate of 8.5 percent per annum from date of such actual advancement by Grantee until repayment thereof to Grantee. Grantors hereby agree that in the event legal proceedings by foreclosure or otherwise are instituted to collect any of the notes or obligations or liabilities hereby secured, or in the event of the collection of any such notes or obligations by an attorney at law, that a reasonable attorney's fee and also the reasonable cost and expense of an abstract of title and title search shall be allowed and added to the debt secured hereby and become lien upon all of the property hereinabove described. Grantors agree to pay such attorney's fees, abstract expense and title search expense, and such attorney's fees and expenses shall be taxed as part of the costs in any judgment or decree rendered in such proceedings.

Upon acceleration hereunder or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Grantee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured hereby. The receiver shall be liable to account only for those rents actually received.

If all or any part of the Property or any interest herein is sold or transferred without Grantee's prior written consent, Grantee may, at Grantee's sole option, declare all sums secured hereby immediately due and payable.

If the Property is less than ten acres in size and if Grantee waives in any foreclosure proceeding any right to a deficiency judgment against Grantors, then the period of redemption from judicial sale shall be reduced to six months. If the court finds that the Property has been abandoned by Grantors and if Grantee waives any right to a deficiency judgment against Grantors, then the period of redemption from judicial sale shall be reduced to sixty days.

Each of the undersigned hereby relinquish all rights of dower, homestead and distributive shares in and to the above-described real estate.

This Deed of Trust secures credit in the amount of \$ 8,520.00. 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.

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 CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Marion D. Parker  
Marion D. Parker  
MORTGAGOR

9/3/92  
DATE

Norma Jean Parker  
Norma Jean Parker  
MORTGAGOR

9/3/92  
DATE

~~NOT RECORDED~~

GRANTOR(S) ACKNOWLEDGE(S) RECEIPT OF A COPY OF THIS DEED OF TRUST.

Signed this 3 day of Sept, 1992.

STATE OF IOWA )  
COUNTY OF Dallas )s.s.

Marion D. Parker  
Marion D. Parker  
Norma Jean Parker  
Norma Jean Parker

On this 3rd day of Sept, 1992, before me, the undersigned, a Notary Public in and for said County and said State,

personally appeared Marion D. Parker & Norma Jean Parker

and \_\_\_\_\_ to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



K. E. Hykes  
Notary Public in and for the said County and State

WHEN RECORDED, RETURN TO: \_\_\_\_\_

DEXTER OFFICE OF THE BRENTON BANK AND TRUST CO.  
DEXTER, IOWA

DEXTER OFFICE OF THE BRENTON BANK AND TRUST CO.  
DEXTER, IOWA 50070