



REAL ESTATE MORTGAGE

For use with Homequity Line of Credit Accounts

THIS REAL ESTATE MORTGAGE (the "Mortgage") is made between Martin M. Sunds and Beth A. Sunds of the County of Madison, and the State of Iowa (hereinafter called "Mortgagors") and BOATMEN'S BANK IOWA, N.A. a National Banking Corporation organized and existing under the laws of National Banking Corporation and having its principal place of business and address at 6th and Locust, P.O. Box 817 Des Moines, IA 50309 County of Polk, and State of Iowa (hereinafter called "Mortgagee").

WITNESSETH: That the said Mortgagors, in consideration of the "Obligations" (defined at Paragraph 1 below) do by these presents hereby grant, sell, convey and mortgage unto the Mortgagee, and grant a security interest to Mortgagee in the following described property:

a. **LAND AND BUILDINGS.** All of Mortgagors' right, title and interest in and to the following described real estate situated in Madison County, Iowa (the "Real Estate"):

A tract of land described as follows, to-wit: Commencing 200 feet East of the southwest corner of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Four (4) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, running thence North 182 feet, thence East 180 feet; thence South 182 feet, thence West 180 feet to the point of beginning, and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Real Estate, whether attached or detached (the "Buildings"), including all hereditaments, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to lands lying in streets, alleys and roads adjoining the Real Estate, estates (contingent or vested, including reversions), rights to dower and homestead and distributive share, and other rights, privileges, expectancies and interests of any nature now or hereafter belonging to or in any way pertaining to the Real Estate.

b. **PERSONAL PROPERTY.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Real Estate or Buildings, whether attached or detached, including but not limited to, linoleum and carpet, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, screens, screen windows, storm doors, screen doors, water softeners, all gas, steam or electric heating, air conditioning, lighting, plumbing, ventilating, water and power systems and equipment, trees and shrubs, and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to and for the foregoing (the "Personal Property").

c. **REVENUES AND INCOME.** All rents, issues, uses, profits, income, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Real Estate, Buildings and Personal Property, or any part thereof (the "Revenues and Income").

TO HAVE AND TO HOLD the Real Estate, Buildings, Personal Property and Revenues and Income, together with all privileges, hereditaments thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof (collectively called the "Mortgaged Property"), unto Mortgagee, its successors and assigns.

Mortgagors hereby represent, warrant and covenant to Mortgagee, its successors and assigns, that (i) Mortgagors hold clear title to the Mortgaged Property; and title in fee simple in the Real Estate; (ii) Mortgagors have the right and power and good and lawful authority to execute this Mortgage and to mortgage and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances whatsoever except as may be above stated; (iv) Mortgagors will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons whomsoever whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Real Estate are, or will be, located entirely within the boundaries of the Real Estate.

Each of the undersigned Mortgagors 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.

Mortgagors, hereby further covenant and agree as follows:

1. **OBLIGATIONS.** This Mortgage secures the following (hereinafter collectively referred to as the "Obligations"):

a. The payment of all loans, advances, finance charges, fees, debts, costs or expenses made to or incurred by Mortgagors (or either Mortgagor, if more than one) under that certain Homequity Credit Line Agreement dated May 27, 19 94, and any renewals, extensions, modifications or refinancing thereof and any agreements, promissory notes, instruments or documents issued or entered into in substitution therefor; and

b. All other obligations of Mortgagors to Mortgagee (or either Mortgagor, if more than one), now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, all future and additional loans or advances by Mortgagee to Mortgagors (or either Mortgagor, if more than one) and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

Inst. No. 3353 Filed for Record this 3 day of June, 19 94 at 10:35 AM
 Book 172 Page 582 Recording Fee \$ 26.00
 STATE OF IOWA, ss. MADISON COUNTY, ss. Michelle Utster, Recorder, By Shirley H. Hendry Deputy

RELEASED 4-12-95 SEE
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2. **OPEN-END FEATURE. NOTICE:** THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$***15,000.00. 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.

Such limitation upon the total amount of credit shall not be considered as limiting the amounts secured hereby if for accruing interest or for any amounts advanced or expenses incurred by Mortgagee pursuant to this Mortgage. THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL LOANS IN ANY AMOUNT.

3. **PAYMENT.** Mortgagors will pay all amounts payable under the Obligations in accordance with the terms of the Obligations at the place and times and in the manner therein provided and will timely perform all other obligations of Mortgagors under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.

4. **REPAIRS TO PROPERTY.** Mortgagors shall take good care of the Mortgaged Property and shall keep the Buildings and Personal Property now or later placed on the Mortgaged Property in good and reasonable repair and condition and shall not injure, destroy or remove either the Buildings or the Personal Property during the term of this Mortgage. Mortgagors shall not make any material alteration to the Mortgage Property without the prior written consent of Mortgagee. Mortgagors shall not suffer or commit waste on or to any of the Mortgaged Property.

5. **INSURANCE.** Mortgagors shall, at their sole cost and expense, purchase and keep in force insurance on the Buildings and other improvements now or hereafter erected or placed on the Real Estate and on all Personal Property, as may be required from time to time by the Mortgagee against loss by fire, tornado and other hazards, casualties and contingencies in such amounts and for such periods as Mortgagee may require, and Mortgagors will pay promptly, when due, any premiums on such insurance without notice or demand therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by it, contain a mortgagee loss payable clause in favor of and in form acceptable to the Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects. Provided, however, if the Mortgagee should at any time release the Mortgagors from the obligation to deposit with Mortgagee such policies and renewals thereof such release shall not act as a waiver of the Mortgagee's right to require such deposit in the future. In event of loss, Mortgagors will give immediate notice by mail to the Mortgagee who may make proof of loss, as attorney-in-fact for Mortgagors (which appointment is coupled with an interest), if not made promptly by the Mortgagors, and each insurance company concerned is hereby irrevocably authorized, empowered and directed to make payment for such loss directly to the Mortgagee, instead of to the Mortgagors and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option, either to the redemption of the indebtedness hereby secured or to the restoration or repair of the property damaged. Any application of insurance proceeds to principal of the Obligations shall not extend or postpone the due date of installments payable under the Obligations or change the amount of such installments. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the debt secured hereby, all right, title, and interest of the Mortgagors in and to any insurance policies required hereunder shall pass to the Mortgagee or such other purchaser or grantee, as the case may be.

6. **TAXES.** Mortgagors shall pay any and all the taxes, assessments, levies, special assessments and encumbrances of every kind or nature whatsoever heretofore or hereafter assessed or levied against the Mortgaged Property, or any part thereof, before the same become delinquent without notice or demand. Mortgagors shall procure and deliver to Mortgagee, on or before the 15th day of October of each year, duplicate receipts of the proper officers for the payment of all such taxes, assessments, levies, special assessments and encumbrances then due. Failure of Mortgagee to request or demand such information shall not constitute a waiver of this provision for future use.

7. **LIENS; COMPLIANCE WITH LAWS.** Mortgagors shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagors shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property. Mortgagors shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.

8. **ADDITIONAL MONTHLY INSTALLMENTS.** If now or hereafter demanded, as further security for the Obligations, the Mortgagors agree to pay the Mortgagee additional monthly installments equal to one-twelfth of such amount as the Mortgagee shall estimate to be required for the purpose of accumulating a fund with which to pay, when due, taxes, assessments and premiums on insurance policies. No interest shall be payable by Mortgagee to Mortgagors on such additional monthly installments accumulated in said fund unless otherwise, and only to the extent, as may be required by law.

9. **ADVANCES OPTIONAL WITH MORTGAGEE.** If Mortgagors fail to perform any of the covenants and agreements contained in this Mortgage (including, without limitation, maintaining all required insurance or the payment of any and all taxes, assessments, levies, special assessments or encumbrances) or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may (but need not) perform such covenants and agreements (including, without limitation, paying for any insurance required hereunder or any taxes, assessments, levies, special assessments or encumbrances), defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee pursuant to this paragraph 9 shall become an Obligation of Mortgagors secured by this Mortgage, with interest thereon at the rate as may be allowed by law. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgagors unless Mortgagors and Mortgagee agree in writing to other terms of payment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagors for any damage or claims arising out of action taken or omitted to be taken by Mortgagee pursuant to this paragraph.

10. **RECORDING FEES.** If this Mortgage is released of record, the release thereof shall be filed and recorded at the expense of the Mortgagors.

11. **CONTINUATION OF ABSTRACT.** In the event of an Event of Default hereunder, Mortgagee may procure an abstract of title, or continuation thereof, for the Real Estate, with the expense and costs thereof to become an Obligation of Mortgagors secured by this Mortgage, with interest thereon at the rate as may be allowed by law. Any such expense or costs shall be immediately due and payable by Mortgagors unless Mortgagors and Mortgagee agree in writing to other terms of payment. The Abstract for the Real Estate shall be delivered to Mortgagee on the date of this Mortgage and may be retained by Mortgagee until the satisfaction and release of this Mortgage. If the Abstract, however, is in the possession of another party, including the Mortgagors, for any reason whatsoever, said Abstract shall be delivered to the Mortgagee immediately upon the request of Mortgagee, which may be made at any time, and Mortgagor hereby irrevocably authorizes and directs any party who may be in possession of said Abstract at any time and for any reason to deliver said Abstract to the Mortgagee immediately upon the request of Mortgagee.

12. **EVENTS OF DEFAULT.** Each of the following shall constitute an event of default hereunder ("Event of Default"):

a. Mortgagors shall default in the due observance or performance of or breach their agreement contained in paragraph 3 hereof.

b. Mortgagors shall fail to comply with any term or condition of the Obligations or this Mortgage which materially impairs the condition, value or protection of Mortgagee's right in any of the Mortgaged Property or materially impairs Mortgagors' prospect to pay amounts due under the Obligations or this Mortgage.

c. Either of the following occur, if the same materially impairs the condition, value or protection of Mortgagee's right in any of the Mortgaged Property or materially impairs Mortgagors' prospect to pay amounts due under the Obligations or this Mortgage: (i) Mortgagors shall make an assignment for the benefit of creditors, or a petition shall be filed by or against Mortgagors under the United States Bankruptcy Code or Mortgagors shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of their properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator or any material part of its properties or of the Mortgaged Property, have such appointment vacated; or (ii) a judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.

13. **ACCELERATIONS; FORECLOSURE.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, following the giving of notice of right to cure (if required by law) and the expiration of the minimum legal cure period (if any), exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable.

b. Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagors of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagors at least ten (10) days prior to the date of intended disposition.

c. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the laws of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

14. **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 the Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628, Code of Iowa. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Mortgagors, 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 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 the Mortgagors or their successors in interest in such action. If the redemption period is so reduced, Mortgagors or their 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 the Mortgagors 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 Code of Iowa. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

15. **CONDEMNATION.** If at any time all or any portion of the Mortgaged Property shall be taken or damaged by condemnation proceedings or under the power of eminent domain, all compensation awarded shall be paid directly to the Mortgagee and applied on the indebtedness hereby secured. Mortgagors shall give Mortgagee prompt notice of any such proceedings or action, actual or threatened, and Mortgagee is hereby authorized to intervene in any such proceedings or action in the name of Mortgagors, to compromise

and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds, with the remaining proceeds or any part thereof to be applied to reduction of the indebtedness secured hereby or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee. Any application of proceeds to principal of the Obligations shall not extend or postpone the due date of installments payable under the Obligations or change the amount of such installments.

16. **FIXTURE FILING.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and address of Mortgagors as set forth on the first page hereof and the name and address of the secured party is the name and address of the Mortgagee as set forth on the first page hereof.

17. **INSPECTION.** Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagors shall in no way rely or claim reliance thereon.

18. **DUE ON SALE.** If all or any part of the Mortgaged Property is sold, assigned, or otherwise transferred without Mortgagee's prior written consent, Mortgagee may at Mortgagee's sole option, declare all sums secured hereby immediately due and payable.

19. **BINDING EFFECT.** The rights, covenants and agreements herein contained shall bind, and the benefits and advantages inure to, the respective heirs, legal representatives, executors, administrators, successors, joint tenants, vendees and assigns of the parties hereto.

20. **DEFINITION OF TERMS; CAPTIONS.** Unless otherwise expressly stated the word "Mortgagors", as used herein, includes successors in interest of such "Mortgagors"; the word "Mortgagee", as used herein, unless otherwise expressly stated, includes the successors in interest of such "Mortgagee". All words referring to "Mortgagors" or "Mortgagee" shall be construed to be of the appropriate gender and number, according to the context. This construction shall include the acknowledgement hereof. 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.

21. **NO WAIVER; RIGHTS CUMULATIVE.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

22. **NOTICES.** All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as set forth on the first page hereof, or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

23. **SEVERABILITY.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

24. **ENTIRE AGREEMENT.** This Mortgage and the Obligations contain the entire understanding and agreement of the parties.

25. **ENVIRONMENTAL MATTERS.** Mortgagors represent, warrant and covenant to Mortgagee as follows: There are no existing, pending or threatened "superliens" or similar governmental action that could impair the value the Mortgaged Property or the priority of this Mortgage, and Mortgagors will promptly notify Mortgagee of all such future actions. The Mortgaged Property is currently in compliance and will remain in compliance with all applicable laws and regulations (including environmental, health and safety laws and regulations). All required governmental permits and licenses are in effect and will remain in effect and the Mortgaged Property complies therewith. There are and will be no environmental, health or safety hazards with respect to the Mortgaged Property and no on-site storage, treatment or disposal of hazardous waste or material has or will be made with respect to the Mortgaged Property. There are no pending actions, proceedings or notices of potential action from any governmental agency regarding the condition of the Mortgaged Property or environmental, health or safety laws, and Mortgagors will promptly notify Mortgagee of all such future actions, proceedings or notices. Mortgagors have and will lawfully dispose of their waste, and there are no pending, threatened or contingent proceedings concerning waste disposal on the Mortgaged Property. There are no PCBs or other hazardous waste substances present on or in the Mortgaged Property, and none will be thereon or therein in the future. Mortgagors shall not waive or release any party from environmental liabilities. If the Mortgagee has reasonable cause to believe that the Mortgaged Property is not in compliance with all applicable laws and regulations (including environmental, health and safety laws and regulations), at the request of Mortgagee, from time to time, Mortgagors, at their sole cost and expense, shall furnish Mortgagee with engineering studies and soil tests with respect to the Mortgaged Property, the form, substance and results of which shall be satisfactory and certified to Mortgagee. If any such engineering studies or soil tests indicate any violation or potential violation of environmental laws, then Mortgagors, at their sole cost and expense, shall promptly take whatever corrective action is necessary to assure that the Mortgaged Property is in full compliance with law. Mortgagors agree to defend, indemnify and hold Mortgagee harmless from any loss, liability, damage, cost or expense arising in connection with or resulting from a breach of or default under this paragraph.

26. Other provisions, etc.

IN WITNESS WHEREOF this Mortgage is signed and delivered by the persons denoted herein as
Mortgagors this 27 day of May, 19 94.

Mortgagors:

Martin M. Sunds

Name: Martin M. Sunds

Title: _____

x Beth A. Sunds

Name: Beth A. Sunds

Title: _____

I (WE) 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 (WE) VOLUNTARILY GIVE UP MY (OUR) RIGHT(S) TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

Dated: MAY 27, 1994

Martin M. Sunds

Name: Martin M. Sunds

Dated: MAY 27, 1994

x Beth A. Sunds

Name: Beth A. Sunds

I (WE), THE UNDERSIGNED MORTGAGORS, HEREBY ACKNOWLEDGE RECEIPT OF COPIES OF ALL DOCUMENTS SIGNED BY ME (US) RELATING TO THE OBLIGATIONS SECURED BY THIS MORTGAGE, INCLUDING BUT NOT LIMITED TO THIS MORTGAGE AND THE HOMEQUITY CREDIT LINE AGREEMENT OF EVEN DATE HEREWITH.

Dated: MAY 27, 1994

Martin M. Sunds

Name: Martin M. Sunds

Dated: MAY 27, 1994

x Beth A. Sunds

Name: Beth A. Sunds

Title: _____

STATE OF IOWA)
COUNTY OF ADAIR) ss:

On this 27 day of MAY, 19 94, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared MARTIN M. SUNDS and BETH A. SUNDS, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as their voluntary act and deed.

MTG RECORD 172

Jack E. Brown
Notary Public in and for the State of Iowa

My Commission expires OCTOBER 26 1995

STATE OF IOWA)
COUNTY OF _____) ss:

On this _____ day of _____, 19 _____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he/she executed the instrument as his/her voluntary act and deed.

Notary Public in and for the State of Iowa

My Commission expires _____