Do not use this instrument with an "Iowa Consumer Credit Code Transaction".

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1986 MAR -5 AM 11:58

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Compared

DEED OF TRUST

THIS INDENTURE, made and executed this 4th day of March, 19 86, by and between Don Charles Ziemann and Norma E. Ziemann husband and wife, of Madison County, Iowa, hereinafter referred to individually and collectively as "Grantors", and Brenton Bank and Trust Company an ~~Iowa Banking Corporation~~ with its principal office and place of business at Adel, Iowa, hereinafter referred to as "Grantee", Fee $10.00

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 Southwest Quarter (¼) of SEction Twenty-one (21), and the North Half (½) of the Northwest Quarter (¼) of Section Twenty-eight (28), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, and
The Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Twenty (20), and the North Half (½) of the Northeast Quarter (¼) of Section Twenty-nine (29) except the West Half (½) of the Southwest Quarter (¼) of the Northeast Quarter (¼) of the Northeast Quarter (¼) of said Section Twenty-nine (29), all in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa.

3-4-94
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Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalities, 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 convenant 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.

Partial
FOR RELEASE OF ANNEXED MORTGAGE SEE
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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 9.00 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 taxes 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 sold 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.

Signed this 4th day of March, 19 86.

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

X Don Charles Ziemann

X Norma E. Ziemann

On this 4th day of March, 19 86, before me, the undersigned, a Notary Public in and for said County and said State,

personally appeared Don Charles Ziemann

and Norma E. Ziemann to me known to be the identical persons named in and who executed the foregoing instrument, and ackowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
RICH HAY
MY COMMISSION EXPIRES
8-31-86

Rich Hay
Notary Public in and for the said County and State

WHEN RECORDED, RETURN TO: Brenton Bank and Trust Company Box 250 Van Meter, Iowa 50261

Mail ↑ Rich Hay