REAL ESTATE MORTGAGE TO SECURE INDEBTEDNESS, PRESENT AND FUTURE, OF THE BORROWER

THIS INDENTURE made this 20th day of August, 19 85 between S & B Properties, A General Partnership hereinafter called the "Borrower(s)" of the County of Polk and State of Iowa, and VALLEY NATIONAL BANK, a national banking association organized and existing under the laws of the United States of America, whose address is Sixth & Walnut Street, Des Moines, Iowa 50304, hereinafter called the "Lender."

WITNESSETH: That Borrowers in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and to secure the payment of all indebtedness now owed to the Lender by the Borrower, in the present amount of $ 46,000.00 and to secure all future indebtedness of the Borrower to the Lender, including all moneys advanced or to be advanced in the future by Lender to or on behalf of the Borrower for any reason; to insure the prompt and timely payment of all indebtedness or other obligations of every kind and nature owing from the Borrower to the Lender whether now owing or at any time in the future, together with interest thereon; and to secure the faithful performance of the covenants and agreements herein contained, does hereby SELL, CONVEY, AND MORTGAGE unto Lender, its successors and assigns, forever, the following described real estate situated in Madison County, Iowa to-wit:

The East 42 feet of Lot Three(3) in Block Twenty-four (24) of the Original Town of Winterset, Madison County, Iowa, and a tract commencing at a point 6½ feet East of the Northwest corner of Lot Six (6) in Block Twenty-four (24) of the Original Town of Winterset, Madison County, Iowa, running thence East 80 feet, thence South 8 feet, thence West 80 feet, thence North 8 feet to the place of beginning. RE-RECORDING

FILED NO. 1454
BOOK 144 PAGE 646
1986 JAN 14 PM 4:18
Fee $10.00
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Compared

FILED NO. 366
BOOK 143 PAGE 626
1985 AUG 22 PM 12:26
Fee$10.00
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PAGE
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

RELEASED 8-13-93 SEE MORTGAGE RECORD 168 PAGE 450

Released 12-18-2006-5228

together with all personal property that may integrally belong to, or be or hereafter become an integral part of said real estate, and whether attached or detached (such as, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, linoleum, water heater, water softener, automatic heating equipment, heavy machinery and equipment, and other attached fixtures), and hereby granting, conveying and mortgaging also all of the easements, servient estates appurtenant thereto, rents, issues, uses, profits and right to possession of said real estate, and all crops raised thereon from now until the debt secured thereby shall be paid in full. As to any such personal property, or fixtures, or both, Borrower(s) hereby grants to Lender a Security Interest in said personal property and fixtures, and a Security Interest hereby attaches thereto, as provided by the Uniform Commercial Code.

Said Borrowers hereby covenant with Lender, or successor in interest, that said Borrowers hold clear title to said personal property, and title in fee simple to said real estate; that they have good and lawful authority to sell, convey and mortgage the same; that said premises are Free and Clear of all Liens and Encumbrances Whatsoever except as may be above stated; and said Borrowers Covenant to Warrant and Defend the said premises and the said personal property against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises and waives all rights of exemption, as to any of said property.

TO HAVE AND HOLD the same unto the Lender, its successors and assigns forever.

CONDITIONED HOWEVER, That if the Borrower shall pay or cause to be paid the indebtedness of Borrower to said Lender or its successors and assigns in money which shall be legal tender in payment of all debts and dues, public and private, at time of payment, all at the time, place, and upon the terms provided by promissory note(s), loan agreements, or otherwise of the Borrower, including all future advancements, and shall perform the other provisions hereof, then these presents will be void; otherwise to remain in full force and effect.

1. OPEN-END FEATURE. This mortgage shall stand as security for the present indebtedness of the Borrower, and for all future and additional advances made by Lender to Borrower. Lender is hereby given authority to make such future and additional advances to the Borrower (either jointly or individually), upon Borrower's (either jointly or individually) signed order or receipt, and secured by the original obligation herein. This paragraph shall not constitute a commitment to make additional loans or advances in any amount.

1.1 JOINT AND/OR INDIVIDUAL DEBT. It is expressly understood and agreed to by the Borrower(s) that this mortgage shall stand as security for the existing and future joint and/or individual indebtedness of the Borrower(s), whether or not such existing or future debt is known by all of the Borrower(s) hereunder; whether or not all the Borrower(s) agreed or acquiesced in the granting of such advances by Lender; and whether any advances are made to the Borrowers, or either, or any of them.

1.2 NOTICE. This mortgage secures credit (maximum) in the amount of $ 46,000.00. 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.

2. TAXES. Borrowers shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against said property, or any part thereof before same become delinquent, without notice or demand; and shall procure and deliver to said Lender, on or before the thirtieth day of June of each year, duplicate receipts of the proper officers for the payment of all such taxes and assessments then due.

3. INSURANCE. Borrowers shall keep in force insurance, premiums therefor to be prepaid without notice or demand, against loss by fire, tornado and other hazards, casualties and contingencies as Lender may require on personal property as herein referred to, and on all buildings and improvements, in companies to be approved by Lender in an amount not less than the full insurable value of such personal property and improvements or not less than the unpaid balance herein, whichever amount is smaller, with such insurance payable to Borrowers and Lender, as their interests may appear. Borrowers shall promptly deposit such policies with proper riders with the Lender.

4. REPAIRS TO PROPERTY. Borrowers shall keep the buildings and other improvements on said premises in as good repair and condition as same may now be or are hereafter placed, ordinary wear and tear only excepted; and shall not suffer or commit waste on or to said security.

5. ATTORNEYS' FEES. In case of any action, or in any proceedings in any court, to collect any sums payable or secured by this mortgage, or to protect the lien or title herein of the Lender, or in any other case permitted by law in which attorney fees may be collected from Borrowers, or charged upon the above described property, Borrowers agree to pay reasonable attorney fees.

6. CONTINUATION OF ABSTRACT. In event of any default herein by Borrowers, Lender may, at the expense of Borrowers procure an abstract of title, or continuation thereof, for said premises, and charge and add to the mortgage debt the cost of such abstract or continuation with interest upon such expense at the delinquent interest rate of the note(s) secured hereby.

7. ADVANCES OPTIONAL WITH LENDER. It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, Lender may effect the insurance above provided for, and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon at the delinquent interest rate of the note(s) secured hereby shall be a lien against said premises.

8. ACCELERATION OF MATURITY AND RECEIVERSHIP. It is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, or any other advance or obligation which may be secured hereby or any agreed protective disbursement, such as taxes, special assessments, insurance and repairs, or if Borrowers shall suffer or commit waste on or to said security, or if there shall be a failure to comply with any and every condition of this mortgage, then, at the option of the Lender, said note and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due and shall become collectible at once by foreclosure or otherwise after such default or failure, and without notice of broken conditions; 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 the Lender, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said Borrowers only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned.

9. IT IS EXPRESSLY UNDERSTOOD AND AGREED that if the Borrowers shall convey the real estate described herein or any part thereof to persons other than the Borrowers, or if the title thereto shall become vested in any person or persons other than the Borrowers in any manner whatsoever, then and in every such case the entire balance owing under this mortgage and the note it secures shall, at the option of the Lender, be and become immediately due and payable.

10. SIX MONTHS AND 60 DAY PERIOD FOR REDEMPTION. It is further agreed that if this mortgage covers less than 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 6 months provided the Lender, in such action files an election to waive any deficiency judgment against the Borrowers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628, Code of Iowa. It is further agreed that the period of redemption after a foreclosure of this mortgage shall be reduced to 60 days if all of the three following contingencies develop: (1) The mortgaged real estate herein is less than 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) the Lender in such action files an election to waive any deficiency judgment against the Borrowers or their successor in interest in such action. If the redemption period is so reduced, the Borrowers or their successors in interest or the owner shall have the exclusive right to redeem for the first 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 Code of Iowa shall be reduced to 40 days. Entry of appearance by pleading or docket entry by or on behalf of the Borrowers shall be a presumption that the property is not abandoned.

10.1 OTHER REDEMPTION RULES. Notwithstanding anything to the contrary, it is further agreed that if this mortgage covers real property not used for agricultural purposes, as defined in Section 535.13, Code of Iowa, and is not the residence of the Borrower, or if it is the residence of the Borrower but not a single-family or two-family dwelling, the period of redemption after foreclosure is one hundred eighty (180) days, or if a deficiency judgment has been waived by the Lender, the period of redemption is reduced to ninety (90) days, and redemption is exclusively the right of the Borrower. Should the real property covered by this mortgage not be used for agricultural purposes, as defined in Section 535.13, Code of Iowa, and is a single-family or two-family dwelling which is the residence of the Borrower at the time of foreclosure and the Court finds that after foreclosure the dwelling has ceased to be the residence of the Borrower, the period of redemption shall be reduced to thirty (30) days from the date of the Court order and redemption is exclusively the right of the Borrower during the thirty-day (30) period.

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

12. FINAL PAYMENT. The date of the final payment of the indebtedness referred to herein is August 20, 1986.

S & B Properties, A General Partnership

IN WITNESS WHEREOF, said Borrowers have hereunto set their hands the day and year first above written.

BY: G Leon Berkley
G. Leon Berkley, D.O., Partner

BY:
Kenneth P. Schultheis, D.O., Partner

Borrowers

STATE OF IOWA, Polk COUNTY, ss:

On this 21st day of August, A.D. 1985, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared G. Leon Berkley & Kenneth O. Schultheis, Partners in S & B PROPERTIES, A General Partnership,

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.

Jacquelyn J. Asman
Notary Public in and for the State of Iowa
Jacquelyn J. Asman

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATE BORROWER

STATE OF IOWA _____ COUNTY, ss:

On this _____ day of _____, A.D. 19____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) corporation; that said instrument was signed (sealed) on behalf of (the seal affixed thereto is the seal of said) said corporation by authority of its Board of Directors; and that the said _____ and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

IOWA MORTGAGE
No. 3686

MORTGAGE

From

To

Valley National Bank
Des Moines, Iowa

STATE OF IOWA } ss
Madison County }

This Instrument was filed for Record the 22 day of August A.D. 1985, at 12:20 o'clock P M., and duly recorded in book 143 of Mtgs. at Page 636

Mary E. Wheeler, County Recorder.
By Shirley A. Stenzel, Dep.

When Recorded return by mail to
VALLEY NATIONAL BANK
6th and Walnut Des Moines, Iowa 50304

see affidavit
x Emmelo Re

MTG. RECORD 144