Loan No. 8-90975-

IND. ✓
REC. ✓
PAGE

# ADJUSTABLE RATE LOAN RIDER

**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

This Rider is made this 16th day of June , 19 82 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF IOWA
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at RR 1 Boonville, IA 50038
*Property Address*

**Modifications.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note has an "Initial Interest Rate" of 17.500 %. The Note interest rate may be increased or decreased on the 1st day of the month beginning on September 1, , 19 83 and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:

[*Check one box to indicate Index.*]

(1) ☒* "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) ☐*

[*Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.*]

(1) ☒ There is no maximum limit on changes in the interest rate at any Change Date.

(2) ☐ The interest rate cannot be changed by more than percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

**B. LOAN CHARGES**

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

**C. PRIOR LIENS**

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

**D. TRANSFER OF THE PROPERTY**

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

Compared

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1982 JUN 16 AM 10:44

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee $3.00

X Steven C Mentzer (Seal)
STEVEN C. MENTZER —Borrower

X Judy Broxmeyer-Mentzer (Seal)
JUDY BROXMEYER-MENTZER —Borrower

STATE OF IOWA, MADISON County ss:

On this 16th day of June , 19 82 , before me, a Notary Public in the State of Iowa, personally appeared STEVEN C. MENTZER AND JUDY BROXMEYER-MENTZER, HUSBAND AND WIFE , to me personally known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that THEY executed the same as THEIR voluntary act and deed.

My Commission expires:

CHERYLE L ALEXANDER
MY COMMISSION EXPIRES
4-30-83

Cheryle L. Alexander
Notary Public in and for said County and State

* *If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.*

**ADJUSTABLE RATE LOAN RIDER**—6/81—FHLMC UNIFORM INSTRUMENT

ML-140 (Rev. 981)

MTG. REC. 136