

Recorded: 12/12/2022 at 12:51:37.0 PM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2022 PG: 3614

Prepared by: HOLLY YOUNGBLUT Address: P.O. BOX 6000 Telephone: (319) 236-5600 or
WATERLOO, IA 50704 1-800-235-3228 ext
1169

WHEN RECORDED, MAIL TO: Veridian Credit Union
P.O. Box 6000
Waterloo, IA 50704

PARCEL IDENTIFICATION NUMBER: 000630292901800

MAIL FUTURE TAX STATEMENT TO: CAREY C ATKINSON
821 Tangelwood Dr
Manchester IA 52057

MORTGAGE

THIS MORTGAGE is made on 12/5/2022 between the Mortgagor,
Carey C. Atkinson and Theresa L. Atkinson, husband and wife

whose address is 821 Tangelwood Dr, Manchester, IA 52057

VERIDIAN CREDIT UNION (herein "Borrower"), and the Mortgagee,
under the laws of IOWA, a corporation organized and existing
P.O. BOX 6000, WATERLOO, IA 50704 whose address is

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$25,000.00, which indebtedness is
evidenced by Borrower's note dated 12/5/2022 and extensions and renewals thereof (herein "Note"), providing for monthly
installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 12/20/2032;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other
sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the
covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in the County of Delaware, State of Iowa:

☒ IF CHECKED, THE LEGAL DESCRIPTION IS ATTACHED ON EXHIBIT A ON PAGE 4 OF THIS DOCUMENT.

which has the address of 821 Tangelwood Dr
(Street)
Manchester Iowa 52057 (herein
(City) (Zip Code)
"Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and
rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing,
together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and
convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower
warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness
evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on
the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds")
equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any)
which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium
installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably
estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower
shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of
a prior mortgage or deed of trust if such holder is an institutional lender. There is no mortgage insurance available in connection with
transactions subject to the Iowa Consumer Credit Code and no premium, charge or fee in connection with such insurance will be
assessed in those transactions.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", flood and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, unless the line of credit is subject to the Iowa Uniform Consumer Credit Code, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. There is no mortgage insurance available in connection with transactions subject to the Iowa Consumer Credit Code and no premium, charge or fee in connection with such insurance will be assessed in those transactions.

As permitted by applicable law, any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by First Class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First Class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

The lender and the undersigned borrower/owner of collateral hereby acknowledge and agree that (1) all the documents that are part of this transaction and are retained by the credit union will be retained electronically in the form of an imaged copy, and (2) the original copies of the loan documents shall be destroyed. Both parties further agree that the imaged copies of these loan documents shall be recognized and serve as the originals for all purposes, including, but not limited to, disputes, litigation, or collection efforts that arise from the transaction.

X	<u>Carey C Atkinson</u>	<u>12/05/2022</u>
	CAREY C ATKINSON	Date
X	<u>Theresa L. Atkinson</u>	<u>12/15/2022</u>
	THERESA L ATKINSON	Date
X	_____ (Typed or Printed Name)	_____ Date
X	_____ (Typed or Printed Name)	_____ Date
	_____ (Typed or Printed Name)	_____ Date

VERIDIAN CREDIT UNION
Loan Originator Organization
HOLLY YOUNGBLUT
Loan Originator

531586
NMLSR ID Number
797661
NMLSR ID Number

STATE OF IOWA BUCHANAN County ss:
On this 5th day of DECEMBER, 2022, before me, a Notary Public for
the State of Iowa, personally appeared
Carey C. Atkinson and Theresa L. Atkinson, 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:



Renae Ralston

Notary Public in the State of Iowa
Renae Ralston
(Typed or Printed Name)

LOT EIGHTEEN (18) OF TANGLEWOOD SUBDIVISION -PLAT NO. 2, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, ACCORDING TO
PLAT RECORDED IN BOOK 5 PLATS, PAGE 116 SUBJECT TO RESTRICTIVE COVENANTS OF DATE JUNE 15, 1990 AND OF RECORD JUNE
15, 1990 IN BOOK 2, MISC., PAGE 32, OFFICE OF THE RECORDER OF DELAWARE COUNTY, IOWA