

Recorded: 8/14/2023 at 10:35:31.0 AM  
County Recording Fee: \$72.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$75.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2023 PG: 1910

Title of Document: **MORTGAGE**

After Recording Return To:  
COMMUNITY SAVINGS BANK  
ATTN: LINDA A. BESSEY  
PO BOX 77  
EDGEWOOD, IA 52042  
Phone: (563) 927-4014  
Taxpayer Mailing Address:  
SUMMER M PENNEY  
502 WELLMAN ST  
MASONVILLE, IA 50654

Prepared By:  
JENNIFER ANN MONK  
COMMUNITY SAVINGS BANK  
PO BOX 77  
EDGEWOOD, IA 52042  
Phone: (563) 927-4014

Grantor(s):  
SUMMER M PENNEY AKA SUMMER MARIE PENNEY, A SINGLE PERSON

Grantee:  
COMMUNITY SAVINGS BANK

Parcel Number:

Legal Description:  
LOTS ONE HUNDRED NINETY SEVEN (197), ONE HUNDRED NINETY EIGHT (198), ONE HUNDRED NINETY NINE (199), AND TWO HUNDRED (200), MASONVILLE, IOWA ACCORDING TO PLAT RECORDED IN BOOK 1 L.D., PAGE 134-135.

THIS MORTGAGE IS JUNIOR/INFERIOR TO A MORTGAGE TO COMMUNITY SAVINGS BANK IN THE AMOUNT OF \$28,000.00, DATED 2/25/2022, FILED 3/1/2022, BOOK 2022, PAGE 667 WITH THE DELAWARE COUNTY, IOWA, RECORDER'S OFFICE

THIS MORTGAGE IS JUNIOR/INFERIOR TO A DEED RESTRICTION TO COMMUNITY SAVINGS BANK IN THE AMOUNT OF \$5,000.00, DATED 2/25/2022, FILED 3/1/2022, BOOK 2022, PAGE 666 WITH THE DELAWARE COUNTY, IOWA, RECORDER'S OFFICE  
ESCROW/CLOSING #:

[Space Above This Line For Recording Data]

## MORTGAGE

**PENNEY**  
Loan #: 4338901  
PIN:

THIS MORTGAGE is made this 9TH day of AUGUST, 2023, between the Mortgagor, **SUMMER M PENNEY AKA SUMMER MARIE PENNEY, A SINGLE PERSON** (herein "Borrower"), and the Mortgagee, **COMMUNITY SAVINGS BANK**, organized and existing under the laws of **THE STATE OF IOWA**, whose address is **PO BOX 77, EDGEWOOD, IA 52042** (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$20,000.00, which indebtedness is evidenced by Borrower's note dated **AUGUST 9, 2023** 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 **SEPTEMBER 1, 2033**;

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:

**LOTS ONE HUNDRED NINETY SEVEN (197), ONE HUNDRED NINETY EIGHT (198), ONE HUNDRED NINETY NINE (199), AND TWO HUNDRED (200), MASONVILLE, IOWA ACCORDING TO PLAT RECORDED IN BOOK 1 L.D., PAGE 134-135.**

**THIS MORTGAGE IS JUNIOR/INFERIOR TO A MORTGAGE TO COMMUNITY SAVINGS BANK IN THE AMOUNT OF \$28,000.00, DATED 2/25/2022, FILED 3/1/2022, BOOK 2022, PAGE 667 WITH THE DELAWARE COUNTY, IOWA, RECORDER'S OFFICE**

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Parcel ID Number:

which has the address of **502 WELLMAN ST, MASONVILLE, Iowa 50654** (herein "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

IOWA -SECOND MORTGAGE - 03/18

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.

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 for interest payable on the Note, then to the principal of the Note, and then to amounts under paragraph 2 hereof, if any.

If Lender receives a payment from Borrower for a delinquent periodic payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one periodic payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the periodic payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more periodic payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or miscellaneous proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the periodic payments.

**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," 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, 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.

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.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If

the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender 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 then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage. Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all official fees in connection with this Mortgage. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**21. Waiver of Dower, Homestead and Distributive Share.** Borrower hereby relinquishes all right of dower and hereby waives all right of homestead and distributive share in and to the Property. Borrower hereby waives any right of exemption as to the Property.

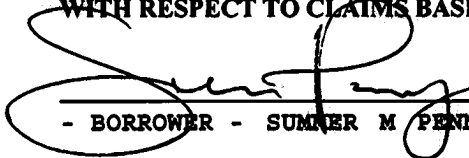
**22. Redemption Period.** If the Property is less than ten acres in size and if Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, then the period of redemption from judicial sale shall be reduced to six months. If the court finds that the Property has been abandoned by Borrower and if Lender waives any right to a deficiency judgment against Borrower, then the period of redemption from judicial sale shall be reduced to sixty days. The provisions of this paragraph 22 shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

**23. NOTICE TO CONSUMER:** 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

REFERENCE IS HEREBY MADE TO THE RIDER(S) ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify] **AFFIXATION AFFIDAVIT REGARDING MANUFACTURED HOME, MANUFACTURED HOME RIDER**
- Second Home Rider
- Biweekly Payment Rider

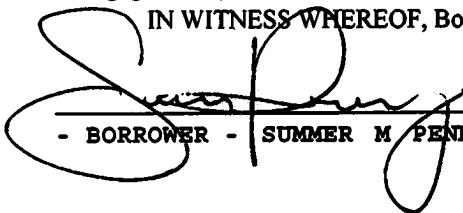
I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THE PREMISES WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

 8/9/23  
 - BORROWER - SUMMER M PENNEY - DATE -

**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.

 8/9/23  
 - BORROWER - SUMMER M PENNEY - DATE -

*[Sign Original Only]*

STATE OF IOWA

COUNTY OF DELAWARE

This record was acknowledged before me on AUGUST 9, 2023 by SUMMER M PENNEY AKA SUMMER MARIE PENNEY, A SINGLE PERSON.



*Jennifer Ann Monk*

Notary Public  
JENNIFER ANN MONK

My Commission Expires:

*March 29th, 2024*

Individual Loan Originator: JENNIFER ANN MONK, NMLSR ID: 636796  
Loan Originator Organization: COMMUNITY SAVINGS BANK, NMLSR ID: 630606



(To be recorded with Security Instrument)

**AFFIXATION AFFIDAVIT REGARDING  
MANUFACTURED (AND FACTORY BUILT) HOME**

The State of **IOWA**)

**PENNEY**  
Loan #: 4338901

County of **DELAWARE**)

Before me, the undersigned authority, on this day personally appeared **SUMMER M PENNEY AKA SUMMER MARIE PENNEY, A SINGLE PERSON** known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first duly sworn, did each on his/her oath state as follows:

Description of Manufactured Home

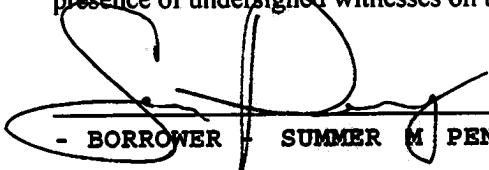
<b>Used</b>	<b>2001</b>	<b>HOLLY PARK</b>	<b>TRA 494036 &amp; TRA 494037</b>
New/Used	Year	Manufacturer's Name	Model Name and Model No.
<b>44.00 X 26.00</b>		<b>2HPO1511A&amp;B</b>	
Length X Width		Serial Number	HUD #
Manufactured Home Location			
<b>502 WELLMAN ST</b>			<b>DELAWARE</b>
Street			County
<b>MASONVILLE</b>		<b>IOWA</b>	<b>50654</b>
City		State	Zip Code

In addition to the covenants and agreements made in the Security Instrument, **SUMMER M**

**PENNEY AKA SUMMER MARIE PENNEY, A SINGLE PERSON ("Borrower[s]")** covenants and agrees as follows:

1. The manufactured home described above located at the address above is permanently affixed to a foundation and will assume the characteristic of site-built housing.
2. The wheels, axles, tow bar, or hitch were removed when said manufactured home was placed on the permanent site.
3. All foundations, both perimeter and piers for said manufactured home have footings that are located below the frost line or in compliance with local building codes or requirements.
4. If piers are used for said manufactured home, they will be placed where said home manufacturer recommends.
5. If state law so requires, anchors for said manufactured home have been provided.
6. The manufactured home is permanently connected to a septic or sewage system and other utilities such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured home or real estate, other than those disclosed in writing to Lender.
8. The foundation system of the manufactured home has been designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
9. That the Borrower(s) hereby acknowledges(s) his/her/their intent that said manufactured home will become immovable property and part of the real property securing the security instrument.
10. The said manufactured home will be assessed and taxed as an improvement to the real property. Borrower(s) understand(s) that if Lender does not escrow for these taxes, that Borrower(s) will be responsible for payment of such taxes.
11. If the land is being purchased, such purchase and said manufactured home represent a single real estate transaction under applicable state law.
12. Said manufactured home has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
13. This Affidavit is executed by Borrower(s) pursuant to applicable state law.
14. All permits required by governmental authorities have been obtained. Borrower(s) certifies/certify that Borrower(s) is/are in receipt of the manufacturer's recommended maintenance program regarding the carpets and manufactures warranties covering the heating/cooling system, hot water heater, range, etc... and the formaldehyde health notice.

In Witness Whereof, Borrower(s) has/have executed this Affidavit in my presence and in the presence of undersigned witnesses on this 9<sup>TH</sup> day of AUGUST, 2023.

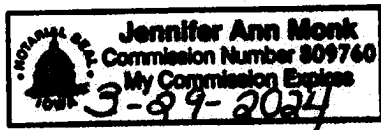

8/9/23  
 - BORROWER - SUMMER M PENNEY - DATE -

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF IOWA  
COUNTY OF DELAWARE

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> day of AUGUST, 2023 by SUMMER M PENNEY AKA SUMMER MARIE PENNEY, A SINGLE PERSON, who is personally known to me (yes/no) or who provided Drivers License as identification.



*Jennifer Ann Monk*

Notary Public

Print Name: JENNIFER ANN MONK

My Commission Expires: March 29, 2024

**Lender's Statement of Intent:**

The undersigned ("Lender") intends that the Home be an immovable fixture and a permanent improvement to the Land.

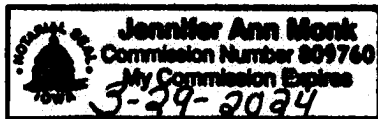
Lender: **COMMUNITY SAVINGS BANK**

By: *Linda A. Bessey*  
Authorized Signature

STATE OF IOWA  
COUNTY OF DELAWARE

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> day of **AUGUST, 2023** by *Linda A. Bessey* an agent of **COMMUNITY SAVINGS BANK**, Lender, who is personally known to me or who provided *Personally known to me* identification.

*Jennifer Ann Monk*  
Notary Public  
Print Name: **JENNIFER ANN MONK**  
My Commission Expires: *March 29th, 2024*



Attention County Clerk: This instrument covers goods that are or are to become fixtures on the property described herein and is to be filed for record in the records where security instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a security instrument but also as a financing statement covering goods that are or are to become fixtures on the property described herein.

**MANUFACTURED HOME RIDER  
TO THE MORTGAGE/DEED OF TRUST/SECURITY DEED**

**PENNEY  
Loan #: 4338901  
PIN:**

This Rider is made this 9<sup>TH</sup> day of **AUGUST, 2023**, and is incorporated into and amends and supplements the Mortgage / Deed of Trust / Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to **COMMUNITY SAVINGS BANK** (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at:

**502 WELLMAN ST, MASONVILLE, IA 50654**  
[Property Address]

Borrower and Lender agree that the Security Instrument is amended and supplemented as follows:

A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the herein described tract or parcel of land and certain improvements, among which is a Manufactured Home, which will be or already has been affixed to the Property legally described in the Security Instrument, and which Manufactured Home is described as follows:

**LOTS ONE HUNDRED NINETY SEVEN (197), ONE HUNDRED NINETY EIGHT (198), ONE HUNDRED NINETY NINE (199), AND TWO HUNDRED (200), MASONVILLE, IOWA ACCORDING TO PLAT RECORDED IN BOOK 1 L.D., PAGE 134-135.**

**THIS MORTGAGE IS JUNIOR/INFERIOR TO A MORTGAGE TO COMMUNITY**

Manufactured Home Rider  
6806.34

4338901

SAVINGS BANK IN THE AMOUNT OF \$28,000.00, DATED 2/25/2022, FILED 3/1/2022, BOOK 2022, PAGE 667 WITH THE DELAWARE COUNTY, IOWA, RECORDER'S OFFICE

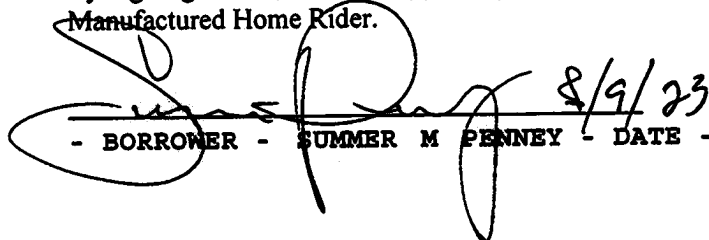
THIS MORTGAGE IS JUNIOR/INFERIOR TO A DEED RESTRICTION TO COMMUNITY SAVINGS BANK IN THE AMOUNT OF \$5,000.00, DATED 2/25/2022, FILED 3/1/2022, BOOK 2022, PAGE 666 WITH THE DELAWARE COUNTY, IOWA, RECORDER'S OFFICE

Used	2001	HOLLY PARK	TRA 494036 & TRA 494037
New/Used	Year	Manufacturer's Name	Model Name and Model No.
44.00 X 26.00		2HPO1511A&B	
Length X Width		Serial Number	HUD #

B. Additional Covenants of Borrower(s):

1. Borrower will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the Property described in the Security Instrument including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.
2. The Manufactured Home described above will be, at all times and for all purposes, a permanent part of the Property described in the Security Instrument which by intention of all parties, shall constitute a part of the realty and shall pass with it and permanently affixed to the realty in accordance with any lender, state, local or other governmental requirements.
3. Affixing the Manufactured Home to the Property described in the Security Instrument does not violate any zoning laws or other state or local requirements applicable to manufactured homes.

By signing below, Borrower(s) accepts and agrees to the terms and covenants contained in this Manufactured Home Rider.

 8/9/23

- BORROWER - SUMMER M PENNEY - DATE -