



Book 2023 Page 2408

Document 2023 2408 Type 04 001 Pages 3  
Date 9/25/2023 Time 3:08:20PM  
Rec Amt \$17.00

Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

Prepared by and return to: Sarah Maurer, for GNB Bank, 300 E Main St., Manchester, IA 52057 563-927-3814

## DEED OF TRUST

THIS INDENTURE, made and executed this **22nd day of September, 2023**, by and between **Mitchell J. Peyton and Angela M. Peyton, husband and wife**, First Parties, and **GNB Bank**, with its principal office and place of business at Grundy Center, Iowa, Second Party.

### WITNESSETH:

That First Parties for and in consideration of the indebtedness to the Second Party and of the trust hereinafter created, and in further consideration of the sum of One dollar (\$1.00) and other valuable consideration to them in hand paid by the Second Party, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto Second Party, its successors and assigns forever, the certain real estate and the appurtenances thereunto belonging, situated in the County of **Delaware** and State of Iowa to-wit:

**Lot One (1) of Hartwick Lake Club North Fourth Subdivision A Subdivision Of Lot Two Of Hartwick Lake Club North, Second Subdivision Of Part Of The SE 1/4 Of The SE 1/4 And Of The NE 1/4 Of The SE 1/4 Except The North 10 Acres Thereof, All In Section 24, T88N, R5W Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 176, and plat recorded in Book 2007, Page 3763.**

**and  
All lake frontage running to the waterfront and then at right angles to the middle of Lake Delhi, also called Hartwick Lake, in respect to and adjoining said Lot One (1).**

And also all of the rents, issues, use and profits of said land and the crops raised thereon, from date hereof until this Deed of Trust is released to record, the intention being to convey hereby an absolute title in fee to the property hereinabove described, including any right of homestead and also every contingent right therein.

**If checked, this is a Purchase Money Mortgage.**

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the Second Party, its successors and assigns, forever, First Parties hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto Second Party, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the First Parties hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Provided always, that this conveyance is made in trust for the following uses and purposes:

Secure the payment and performance of all indebtedness, liabilities, obligations and covenants of First Party, whether now existing or hereafter incurred, of every kind and character, direct or indirect, and whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, until this Deed of Trust is released or satisfied on the records of the Recorder of the County or Counties in which this property is located.

If at any time all of First Party's obligations to Second Party, of whatever nature, are paid, Second Party, within 10 days of receipt of written request by First Party, shall release this Deed of Trust of record and it shall thereafter be null and void.

First Parties hereby agree to pay all taxes and assessments, general or special, upon or against any of the real estate hereinabove described, or any part thereof, before such taxes or special assessments become delinquent and agree to keep all of the said property and the buildings thereon, insured against loss or damage by fire with extended coverage during the existence of the Deed of Trust, in at least the insurable value of such buildings in insurance companies approved by Second Party, its successors or assigns, and also hereby agree to deliver such insurance policies to Second Party as further security for the payment of the obligations herein secured. First Parties also hereby agree that in the event of loss or damage of any such property by any of the hazards insured against, that the proceeds of such insurance, at the option of the Second Party, its successors or assigns, shall be paid to and received by Second Party, its successors or assigns, and applied towards payment of the obligations secured by this Deed of Trust.

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 in accordance with their terms at maturity, whether such maturity be by acceleration or otherwise, or in the event of the failure of First Parties to keep and perform any of the conditions, stipulations and covenants herein contained; or in the event Second Party deems itself insecure, that then the whole amount of principal and interest secured by this Deed of Trust and then unpaid shall become due and payable absolutely, at the option of Second Party, its successors or assigns, and without notice to First Parties, 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 Second Party, its successors or assigns, may, if it so elect, pay any delinquent taxes, general or special, against the above described property or any part thereof and insurance premiums and that any moneys 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 the most recent note or advance from date of such actual advancement by Second Party until repayment thereof to Second Party.

First Parties 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. And First Parties agree to pay such attorney's fees, abstract expense and title search expense, and such attorney's fees and expenses shall be taxed as part of the costs in any judgment or decree rendered in such proceedings. If the holder of this Deed of Trust at any time becomes involved in any legal, equitable or other proceedings involving any of the security hereinbefore mentioned, or

involving the proceeds of any such security, First Parties hereby agree to pay the reasonable expenses, including attorney's fees of the holder hereof by reason thereof, and this Deed of Trust shall stand as security for all such sums.

The maturity date of the indebtedness secured by this instrument is

**DUE ON SALE:** If all or any part of the property or any interest in it is sold or transferred without Second party's prior written consent, Second Party may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. If Second Party exercises this option, Second Party shall give First Party 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 First Party must pay all sums secured by this Deed of Trust. If First Party fails to pay these sums prior to the expiration of this period, Second Party may invoke any remedies permitted by this Deed of Trust without further notice or demand on First Party.

If the Property is less than ten acres in size and if Second Party waives in any foreclosure proceeding any right to a deficiency judgment against First Party, then the period of redemption shall be reduced to six months. If the court finds that the Property has been abandoned by First Party and if Second Party waives any right to a deficiency judgment against First Party, then the period of redemption from judicial sale shall be reduced to sixty days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa. In addition to the previous provisions, Second Party shall be entitled to take advantage of other redemption statutes of the State of Iowa, whether now or hereafter in force.

It is hereby further agreed that in case of default in any respect in the strict performance of any of the covenants, agreements, or conditions of this Deed of Trust, that the Second Party, its successors or assigns, either before or on commencement of any action to foreclose this Deed of Trust or at any time thereafter, shall be entitled to the appointment of a receiver who shall have the power to take and hold possession of the hereinabove described real estate, and rent the same and collect the rents and profits therefrom, regardless of the solvency or insolvency of the First Parties and regardless of the value of the aforesaid premises or the waste, loss or destruction of the rents and profits of said premises.

It is hereby further agreed and understood that in case the First Parties default hereunder in any respect, that the Second Party, its successors or assigns, is authorized at its options to take immediate possession of the aforesaid real estate, or any part thereof, and to rent the said real estate and shall be liable to account to the First Parties only for the net profits thereof. And it is further agreed that the taking of possession of such property by Second Party, its successors or assigns, as provided above shall in no manner prevent or retard the collection of the notes or obligations hereunder payable, by foreclosure or otherwise. And Second Party, its successors or assigns, hereby is authorized to hold or to continue such possession until the said real estate is sold and if redemption of any of the property is permitted by law, then until such property has been redeemed, or until the time for redemption has expired.

In case the title to any of the property covered by this Deed of Trust is attacked, First Parties hereby authorize Second Party to employ an attorney and contest the claim, and First Parties hereby agree that the reasonable attorney's fee of such attorney shall be allowed and added to the debt secured hereby, and shall become a lien upon the property covered by this Deed of Trust, and that such fees and expenses so expended shall become a part of the obligations secured hereby, and shall draw interest at the rate of the most recent note or advance from the date of expenditure until repayment thereof to Secured Party.

**HOMESTEAD WAIVER: 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 contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract.**

X <u><i>Mitchell J Peyton</i></u> <u>9/22/23</u> X <u><i>Angela M Peyton</i></u> <u>9/22/23</u>	
Mitchell J Peyton Date	Angela M Peyton Date
X _____ X _____	_____ _____
Date	Date

IN WITNESS WHEREOF: First Parties have hereupto set their hands to this Deed of Trust.

X <u><i>Mitchell J Peyton</i></u>	X <u><i>Angela M Peyton</i></u>
Mitchell J Peyton	Angela M Peyton
X _____	X _____

**ACKNOWLEDGMENT:** STATE OF IOWA, COUNTY OF Delaware, } ss:

- Individual Acknowledgment:** This instrument was acknowledged before me on 9/22/2023 by Mitchell J Peyton and Angela M Peyton.
- Partnership Acknowledgment:** This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, partner(s) on behalf of \_\_\_\_\_.
- Corporate Acknowledgment:** This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ (name and title) of \_\_\_\_\_ a(n) \_\_\_\_\_ corporation, on behalf of said corporation.



*Sarah Elizabeth Maurer*  
Notary Public in the State of Iowa

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:  
Organization: GNB Bank NMLSR ID: 737128  
Individual: Sarah Maurer NMLSR ID: 1205243

**SECOND HOME RIDER**

THIS SECOND HOME RIDER is made this 22 day of September, 2023, and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to GNB Bank (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

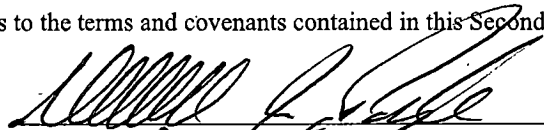
21812-258<sup>th</sup> St, Delhi IA 52223  
[Property Address]

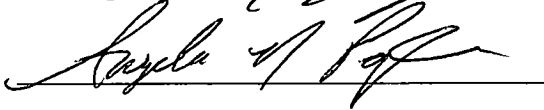
In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower must occupy and use the Property as Borrower's second home. Borrower will maintain exclusive control over the occupancy of the Property, including short-term rentals, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person or entity any control over the occupancy or use of the Property. Borrower will keep the Property available primarily as a residence for Borrower's personal use and enjoyment for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

**8. Borrower's Loan Application.** Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

  
\_\_\_\_\_  
(Seal)  
-Borrower

  
\_\_\_\_\_  
(Seal)  
-Borrower