

Recorded: 12/13/2024 at 9:54:52.0 AM
County Recording Fee: \$52.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$55.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 3105

(Space Above This Line For Recording Data)

THIS INSTRUMENT PREPARED BY: Ashley Kirk, Hills Bank and Trust Company, whose address is 131 E Main St. PO Box 160, Hills, IA 52235, and whose telephone number is (800)445-5725

WHEN RECORDED RETURN TO: Ashley Kirk, Hills Bank and Trust Company, whose address is 131 E Main St. PO Box 160, Hills, IA 52235

COMMERCIAL REAL ESTATE MORTGAGE

NOTICE: This mortgage secures credit in the amount of \$430,000.00. 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.

This **COMMERCIAL REAL ESTATE MORTGAGE** ("Security Instrument") is made on December 4, 2024 between the mortgagor(s) Kyle L Brouwer, whose address is 412 37th Street NE, Cedar Rapids, Iowa 52402, and Janelle L Brouwer, whose address is 412 37th St NE, Cedar Rapids, Iowa 52402, as a married couple ("Mortgagor"), and Hills Bank and Trust Company whose address is 131 E. Main St., Hills, Iowa 52235 ("Lender"), which is organized and existing under the laws of the State of Iowa. Mortgagor in consideration of loans extended by Lender and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants, and conveys to Lender, its successors and assigns, forever, all of Mortgagor's right, title, and interest in and to the following described property located in the County of Delaware, State of Iowa:

Address: 26561 229TH AVE, DELHI, Iowa 52223

Legal Description: Lot One (1) of East Shore Lots EXCEPT Parcel U as shown in Plat of Survey recorded in Book 2006, Page 2179, in the Delaware County Recorder records, located in the Northwest corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty Nine (29), and in the Northeast corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty (30), all in Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M., as shown by recorded plat thereof.

AND

All lake Frontage running to the middle of the Maquoketa River bed with regard to the following described real estate: Lot One (1) of East Shore Lots EXCEPT Parcel U as shown in a Plat of Survey recorded in Book 2006, Page 2179, in the Delaware County Recorder records, located in the Northwest corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty Nine (29), and in the Northeast corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty (30), all in Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M., as shown by recorded plat thereof.

Parcel ID/Sidwell Number: 220-29-03-015-00

Property Size: 0.00 acres.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the

above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures all amounts, subject to any limitations as to the maximum amount which may be secured as contained herein, as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Mortgagor to Lender, howsoever created or arising, whether primary, secondary or contingent together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). Without limiting the foregoing, Indebtedness expressly includes the following:

Promissory Note. The principal amount of \$250,000.00, which is the credit limit under the revolving line of credit and is evidenced by the promissory note dated December 4, 2024 made by Mortgagor, payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

Protective Advances. All amounts advanced by or on behalf of Lender, its successors or assigns, to preserve or protect the Property or fulfill any of the obligations of Mortgagor, under this Security Instrument or any of the Related Documents, including without limitation, any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument or any of the Related Documents to pay on behalf of Mortgagor.

Future Advances. This Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

Consumer Purpose Loan Exclusion. Notwithstanding anything to the contrary, Indebtedness specifically excludes any obligation pursuant to a credit transaction which was offered or extended primarily for personal, family, or household purposes.

Maximum Amount Secured. Notwithstanding any other provision of this Security Instrument, the maximum amount of Indebtedness, exclusive of interest thereon, that may be secured at any one time is \$430,000.00.

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on December 4, 2049.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant

and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. If requested by Lender, all insurance policies shall include a lender's loss payable endorsement. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 15 days' notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor shall and hereby agrees to indemnify and hold Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part

thereof; and (d) the noncompliance by Mortgagor failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

MORTGAGOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;

- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Security Instrument. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently. Upon the occurrence of an Event of Default, this Security Instrument may be foreclosed judicially or nonjudicially in accordance with Iowa law. Any and all references in this Security Instrument to a "power of sale" or related concepts shall be limited to the extent then-permitted under Iowa law.

REDEMPTION. Mortgagor hereby agrees that if this Security Instrument covers less than 10 acres of land, and in the event of the foreclosure of this Security Instrument and sale of the property by sale in such foreclosure proceedings, the time of 1 year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to 6 months, or reduced to 3 months if the property is not used for an agricultural purpose as defined in

Iowa Code §535.13, provided Lender, in such action, files an election to waive any deficiency judgment against any party liable on the Indebtedness which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first 2 months after sale such right of redemption shall be exclusive to Mortgagor, and the time periods in Iowa Code §628.5, §628.15, and §628.16 shall be reduced to 3 months.

It is further agreed that the period of redemption after a foreclosure of this Security Instrument shall be reduced to 60 days if all of the three following contingencies develop: (a) the real estate is less than 10 acres in size; (b) the court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Security Instrument at the time of such foreclosure; and (c) Lender in such action files an election to waive any deficiency judgment against any party liable on the Indebtedness or its successors in interest in such action. If the redemption period is so reduced, Mortgagor or its 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 Iowa Code §628.5, §628.15, and §628.16 shall be reduced to 40 days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagor shall be a presumption that the property is not abandoned.

This section shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 or any other Chapter of the Iowa Code, whether now in effect or hereafter adopted.

It is further agreed, pursuant to Iowa Code §654.20, as now enacted or hereafter modified, amended, or replaced, that foreclosure without redemption may be conducted between Mortgagor and Lender.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. The liability of all parties obligated in any manner under this Security Instrument shall be joint and several, to the extent of their respective obligations.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

NOTICES. Unless otherwise required by applicable law or provided under this Security Instrument, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) it is sent via electronic mail; (iii) it is sent via facsimile; (iv) it is deposited with a nationally recognized overnight courier service; (v) it is received if personally delivered; or (vi) it is received if delivered through any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

GENERAL WAIVERS. Mortgagor to the extent permitted by law, hereby waives (a) notice of acceptance of this Security Instrument, and all notice of the creation, extension of, or accrual of any of the Indebtedness; (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration in connection with the Indebtedness or any other obligations now existing or hereafter owing which are secured by this Security Instrument ; (c) any requirement that Lender proceed against or pursue any other collateral securing or any other party responsible for some or all of the Indebtedness; (d) any requirement that Lender pursue or exhaust any other remedy available to Lender; (e) any right to request that Lender marshal any part or piece of the Property and/or any other collateral; (f) any defenses or claims relating to Lender's failure to protect, preserve, or resort to any collateral; and (g) any and all defenses that could be asserted by Mortgagor including, but not limited to, any defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability,

unenforceability of any loan document, accord and satisfaction, usury, or the extension, renewal, and modification of the Indebtedness.

Mortgagor to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to any agreements between Mortgagor and Lender, to limit Mortgagor's liability to Lender, including all defenses of suretyship.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

WAIVER OF HOMESTEAD EXEMPTION RIGHTS. Mortgagor and all other signatories to this Security Instrument, to the extent each possesses homestead exemption rights in the Property, hereby waive all homestead exemption rights relating to the Property to the extent permitted by law.

ATTORNEYS' FEES AND OTHER COSTS. I agree to pay all of Lender's costs and expenses incurred in connection with the enforcement of this Note including, without limitation, reasonable attorney's fees, to the extent permitted by law. The foregoing provision related to payment of attorneys' fees applies only when the amount financed exceeds \$25,000 and is secured by an interest in land.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument is governed by the laws of the State of Iowa except to the extent that federal law controls.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

WAIVER OF JURY TRIAL. All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Security Instrument is intended to be both a real property mortgage and a security agreement within the meaning of the Uniform Commercial Code as adopted in the state where the Property is located and includes both real and personal property and all other rights and interests for any of the items specified above, whether tangible or intangible in nature, of Mortgagor in the Property. Mortgagor, by executing and delivering this Security Instrument hereby grants Lender a security interest in the Property as security for the Indebtedness, to the full extent that the Property may be subject to the Uniform Commercial Code. Mortgagor agrees that Lender may file this Security Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Security Instrument shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Lender upon Lender's request any financing statements that Lender may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may require. Without the prior written consent of Lender, Mortgagor shall not create or suffer to be created pursuant to the Uniform

Commercial Code any other security interest in such items, including replacements and additions thereto. Upon any Event of Default under this Security Instrument, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Security Instrument. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Security Instrument to the extent permitted by law.

ORAL AGREEMENTS DISCLAIMER. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS SECURITY INSTRUMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS SECURITY INSTRUMENT MAY BE CHANGED ONLY BY ANOTHER WRITTEN SECURITY INSTRUMENT.

NON-CONSUMER CREDIT TRANSACTION. Mortgagor represents and warrants that the loan evidenced hereby does not constitute a consumer credit transaction as defined in Iowa Code §537.1301(12), and that the loan is for business purposes as defined in Iowa Code §535.2(2)(a)(5).

REPRESENTATIONS. Mortgagor represents, warrants, and covenants that none of the Property constitutes and none of the loans secured by this Security Instrument will be used to purchase any real property which is a single-family or a two-family dwelling occupied or to be occupied by Mortgagor.

SURRENDER OF NOTE. In the event of foreclosure of this Security Instrument, Mortgagor hereby agrees that the court may, and requests the court to, enter a special order directing the clerk of the court to enter and record the judgment contained in the foreclosure decree on the note secured by this Security Instrument without requiring that the note be first filed with the clerk of the court for cancellation. Mortgagor further agrees, because the note secured by this Security Instrument is also secured by other collateral and will be necessary for any realization upon such collateral, that notwithstanding Iowa Rule of Civil Procedure 1.961, as presently enacted or as hereinafter amended or replaced, the clerk of the court may, in the event of foreclosure of this Security Instrument, enter and record the judgment contained in the foreclosure decree on the note secured by this Security Instrument without requirement that the note be first filed with the clerk of the court for cancellation.

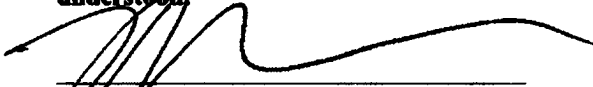
NON-STATUTORY LIENS. Mortgagor hereby represents, warrants, and agrees that the liens and security interest granted hereby are not the type of lien referred in Chapter 575 of the Iowa Code, as now enacted or hereafter modified, amended, or replaced. Mortgagor, for itself and all persons claiming by, through, or under Mortgagor, agrees that it claims no lien or right to a lien of the type contemplated by Chapter 575 or any other chapter of the Code of Iowa and further waives all notices and rights pursuant to said law with respect to the liens and security interests hereby granted, and represents and warrants that it is the sole party entitled to do so and agrees to indemnify and hold harmless Lender from any loss, damage, and cost, including reasonable attorney's fees, threatened or suffered by Lender arising either directly or indirectly as a result of any claim of the applicability of said law to the liens and security interest hereby granted.

USURY SAVINGS CLAUSE/LATE CHARGE. Notwithstanding any reference to the highest lawful rate, maximum interest rate permitted to be charged by relevant law, or other references, or like terms, such references shall not be deemed to establish a maximum lawful rate of interest as contemplated by Iowa Code §535.2 since the parties have agreed in writing to a rate of interest pursuant to Iowa Code §535.2(2)(a). There shall be no automatic reduction to the highest lawful rate or other like terms as to Mortgagor or other party barred by law from availing itself in any action or proceeding of the defense of usury, or Mortgagor or other party barred or exempted from the operation of any law limiting the amount of interest that may be paid for the loan or use of money, or in the event this transaction, because of its amount or purpose or for any other reason, is exempt from the operation of any statute limiting the amount of interest that may be paid for the loan or use of money.


Mortgagor agrees that any late payment made, late fee, late charge, delinquency charge, or other like charge shall be interest for purposes of Iowa law.

ELECTRONIC SIGNATURES - Each of the parties to this Agreement may execute and deliver this Agreement and any other agreements, documents, or instruments to be executed in connection with this Agreement by electronic means in accordance with, or as permitted under, any applicable law, including, without limitation, the Federal Electronic Signatures in Global and National Commerce Act, the Iowa Uniform Electronic Transactions Act (Iowa Code Chapter 554D, Subchapter 1) or any other similar state laws based on the Uniform Electronic Transactions Act. The parties will not raise any defenses or invoke any regulatory or statutory claim attempting to invalidate the enforceability of the documents to which the electronic signature is affixed.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood



Kyle L. Brouwer
Individually



Janelle L. Brouwer
Individually


INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF Linn

This instrument was acknowledged by Kyle L. Brouwer, before me on December 11, 2024. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires: 8/31/2026



Notary
Notary Public

(Official Seal)



INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF Linn

This instrument was acknowledged by Janelle L Brouwer, before me on December 11, 2024. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires: 8/31/2026

Kevin Huls
Notary
Notary Public

(Official Seal)

