

Recorded: 4/22/2026 at 8:36:47.0 AM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 961

LOAN ORIGINATOR NAME: Patrick Robert Soppe
NMLS COMPANY IDENTIFIER: 543887
NMLS ORIGINATOR IDENTIFIER: 2101831

Prepared By: Mary Jo Eike, Citizens State Bank, PO Box 50, New Vienna IA 52065 PH. 563-921-2455
Return to: Citizens State Bank, PO Box 50, New Vienna IA 52065

PURCHASE MONEY DEED OF TRUST

THIS INDENTURE, made and executed this 10th day of April, 2026 by and between Devin M Brooks and Rebecca J Brooks, as joint tenants with full rights of survivorship and not as tenants in common of Delaware County, Iowa, hereinafter referred to individually and collectively as "Grantors", and Citizens State Bank, with its principal office and place of business 117 W. 1st Street Monticello, Iowa, 52310, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantors, for and in consideration of the indebtedness to the Grantee and of the Trust hereby created, and other valuable consideration receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, assign, grant a security interest in, and convey unto Grantee, its successors and assigns forever, the following described real estate situated in the County of Delaware and the State of Iowa, to wit:

LOT EIGHT (8) OF MEADOW PARK FOURTH SUBDIVISION A SUBDIVISION IN PART OF THE NE 1/4 - NW 1/4 AND IN PART OF THE NW 1/4 - NE 1/4, SEC. 28, T89N, R5W OF THE FIFTH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2022, PAGE 873.

The above-described property is commonly known as: 1020 Jerry Lane, Manchester IA 52057

Together with all buildings, appurtenances, structures, additions and improvements now or hereafter erected thereon and the rents, issues and profits thereof from the date of this Deed of Trust; and, all condemnation awards and insurance proceeds; and, all engines, boilers, elevators and machinery, timber, minerals, nil, and gas, and all heating apparatus, electrical equipment, air-conditioning equipment, water and gas fixtures, shades, awnings, screens, storm sash and blinds, and all fixtures of every description, belonging to said Grantors, which are or may be placed or used upon the premises above described, or appurtenant thereto, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures and subject to the lien hereof, as to any such personal property, fixtures, or both, Grantors grant a security interest to Grantee; and, Grantors' interest as lessors in and to all leases of said premises, or any part thereof, heretofore made and entered into, and in and to all leases hereafter made and entered into by Grantors during the life of this Deed of Trust or any extension or renewal hereof, and the rents, issues and profits therefrom from the date of this Deed of Trust, reserving to Grantors their statutory equity and redemption rights therein; provided and hereby intending that in case of foreclosure sale the lessors' interest in any such leases then in force shall, upon expiration of Grantor's right of redemption, pass to the purchaser at such sale as a part of the mortgaged premises, subject to election by said purchaser to terminate or enforce any of such leases hereafter made; and, the hereditaments, tenements, privileges and appurtenances pertaining to the property above described; and, the revisions, remainders and benefits and all other revenues, rents, earnings, issues and income and profits arising or to arise out of or to be received or had of and from the properties hereby mortgaged or intended so to be or any part thereof and all the estate, right, title, interest and claims, at law or in equity which the Grantors now or may hereafter acquire or be or become entitled to in and to the aforesaid properties and any and every part thereof, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the same unto Grantee forever, for the purpose and upon the uses herein set forth free from all rights and benefits accruing in a surviving spouse under the laws of the State of Iowa, homestead and any other rights of exemption, which said rights and benefits Grantors do hereby expressly release and waive.

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

To secure the performance of the covenants and agreements herein set forth and the payment of all indebtedness and liabilities now or hereafter owing by Grantors, or either or any of them, to Grantee, as may be evidenced by the promissory note(s), loan agreements, and other instruments or agreements now or hereafter executed by Grantors or either or any of them, either jointly or severally, to the order of, or for the benefit of, Grantee, together with all extensions, renewals and modifications thereof, incurred for whatever purpose, whether now existing or hereafter incurred, of every kind and character, direct or contingent, whether as maker, endorser, guarantor, surety or by way of overdrafts, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred,

including, without limitation, any additional or future advances made by Grantee to Grantors, or either or any of them, and any sums advanced by Grantee, at its option, in the performance of Grantors obligations hereunder, including the payment of any fees, insurance, repairs, taxes and amounts secured by encumbrances with respect to the premises, and any attorney fees and other charges and expenses incurred in the collection of the obligations secured hereby. It is the intention of Grantors to secure payment to Grantee of any indebtedness whatsoever now or hereafter owing by Grantors, or either or any of them, to Grantee and also to secure payment of any extensions or renewals of any such indebtedness or any part thereof, whether or not related to or of the same class as the initial indebtedness secured hereby. The security granted or to be granted hereby is and shall be continuing until specifically terminated in writing by the Grantee. THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE FUTURE OR ADDITIONAL LOANS OR ADVANCES.

NOTE: This Deed of Trust contains an open-end feature and an after-acquired property clause.

NOTE: This Deed of Trust is a purchase money mortgage for the purposes of Iowa Code Section 654.12B

IT IS MUTUALLY AGREED THAT:

1. Grantee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the notes, agreements, obligations and indebtedness hereby secured, and even though said prior liens have been released of record, the repayment of said notes, agreements, obligations and indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.
 2. Whenever by the terms of this instrument or of any note, agreement, obligation or indebtedness hereby secured, Grantee is given any option, such option may be exercised when the right accrues, or at any time thereafter.
 3. All Grantors shall be jointly and severally liable for fulfillment of the covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.
 4. In the event of the nonpayment of any note, agreement, obligation or indebtedness secured hereby in accordance with its terms or at maturity, whether such maturity be by acceleration or otherwise, or in the event of the failure of Grantors to keep and perform any of the conditions, stipulations and covenants herein contained or required to be kept by the terms of any obligation secured hereby, then the whole amount of principal and interest secured by this Deed of Trust and then unpaid shall immediately become due and payable without notice or demand, at the option of Grantee, its successors or assigns, and without notice to Grantors, suit may be brought for the collection thereof, and for the foreclosure of this Deed of Trust.
 5. If the notes, agreements, obligations, indebtedness and the Deed of Trust, or any of them, shall be placed in the hands of an attorney for collection or foreclosure, or other legal proceedings, Grantors will pay reasonable attorney's fees, costs and expenses incurred in connection therewith, including expenses incurred in procuring evidence of title, and such attorney's fees, costs and expenses shall be considered as part of the indebtedness by this Deed of Trust and collectible accordingly.
 6. Upon commencement of any proceeding to enforce or foreclose this Deed of Trust, or at any time thereafter until expiration of the period of redemption, the court having jurisdiction of the case shall, at the request of Grantee, appoint a receiver to take immediate possession of said premises to rent the same, to collect all rentals and profits accruing therefrom and to apply the receipts, as the court may order, in payment of receivership and foreclosure costs, taxes, insurance premiums, property maintenance and all indebtedness hereby secured.
 7. Notwithstanding anything in this Deed of Trust or the notes, agreements, obligations, and indebtedness secured hereby to the contrary, neither this Deed of Trust nor said notes, agreements, obligations and indebtedness shall be deemed to impose on the Grantors any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.
 8. Any award of damages under condemnation for injury to, or taking of, any part of all of said property is hereby assigned to Grantee with authority at Grantee's option, to apply, or award any part thereof to the indebtedness secured hereby whether due or not, to restore the premises, or release the monies received.
 9. As additional security for the repayment of the indebtedness hereby secured and the payment of taxes, special assessments, ground rents, and other charges and fire and other hazard insurance premiums, Grantors agree to deposit with Grantee, if requested by it, monthly or other periodic payments in amounts, which, as estimated by Grantee from time to time, shall be sufficient to meet, as they become due, such taxes, assessments, rents, charges and premiums. If at any time the funds so held by Grantee shall be insufficient to pay any tax, assessment, rent, charge or premium, Grantors shall, upon receipt of notice thereof, immediately deposit with Grantee such additional funds as may be necessary to remove the deficiency. It is agreed that all sums so deposited shall be irrevocably appropriated to Grantee in trust, to be applied to the payment of such taxes, assignments, rents, charges and premiums, and at the option of Grantee, after default, to be applied on the indebtedness hereby secured.
 10. As additional security for the repayment of the indebtedness hereby secured, Grantors hereby assign to Grantees all their right, title and interest in and to all existing leases and all future leases upon or affecting the mortgaged premises, together with any extensions or renewals of such leases, and all rentals and income arising from said premises from the date of this Deed of Trust; provided that, so long as there is no default in any of the terms or conditions of this Deed of Trust or of the notes, agreements, obligations, and indebtedness hereby secured, or of any extension or renewal thereof, Grantors shall continue to manage said premises as owners and collect all income arising therefrom, but only as it accrues, rendering such reports as may be required by Grantee.
- Grantee may from time to time waive its right hereunder to collect rents and other income but any such waiver shall not prejudice Grantee's right to make such collections thereafter so long as and whenever a default exists under this Deed of Trust or the notes, agreements, obligations, and indebtedness hereby secured. Grantee shall have the right, but shall not be required, to sue for collection of rents, possession of premises or other remedy, but shall not be liable for failure to collect rents or other income and shall be held accountable for only such amounts as are actually received. Funds received by the Grantee shall be applied at its discretion to expenses of collection, including reasonable attorney's fees, necessary repairs, taxes and insurance on the mortgaged premises, and on account of the indebtedness hereby secured.
- In the event of any default in the performance of any agreement or covenant in any note, agreement, obligation or indebtedness hereby secured or this Deed of Trust, Grantors, upon demand, will immediately deliver to Grantee, or its

10. Grantors covenant and agree that if the loan secured hereby is obtained to assist in financing building construction or remodeling, or any other improvements to the property, then, (a) this Deed of Trust shall be deemed a "construction mortgage" within the meaning of Article IX of the Iowa Commercial Code, and (bi) if such improvements shall not, in accordance with plans and specifications approved by Grantee, be completed prior to the expiration date of the loan commitment, or (bii) if work on such improvement shall cease before completion and remain abandoned for a period of fifteen consecutive days, the existence of either circumstance shall constitute an event of default under the terms of this instrument, and at any time thereafter, the said notes, obligations and liabilities and the whole indebtedness secured hereby shall, at the option of the Grantee and without notice to Grantors (such notice being hereby expressly waived), become due and collectible at once by foreclosure or otherwise. In the event of such cessation or abandonment of work as aforesaid, Grantee may, at its option, also enter upon the property and complete the improvements and Grantors hereby give to Grantee full power and authority to make such entry and to enter into such contracts or arrangements as it may consider necessary to complete the same. All monies expended by Grantee in connection with completion of said improvements shall be included in the indebtedness hereby secured and shall be payable by Grantors immediately and without demand, with interest at the rate equal to the interest rate then payable in the notes, agreements, obligations or indebtedness, as the case may be. Until the loan shall have been fully disbursed, the agents of the Grantee shall have the right to enter upon the property at any and all times to inspect the improvement project that is under way.

11. Grantor will not, now or in the future, mortgage, pledge or encumber or place any lien or encumbrance (or permit same to exist) on the premises, or any thereof without the prior written consent of the Grantee.

12. Grantors waive acceptance of this trust by Grantee.

13. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

14. GRANTORS HEREBY STATE: "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."



Grantor: Devin M Brooks



Grantor: Rebecca J Brooks

Dated this 10th day of April, 2026

Mailing Address of Grantee

PO Box 50
New Vienna IA 52065


Grantor: Devin M Brooks


Grantor: Rebecca J Brooks

Mailing Address of Grantor

804 Tanglewood Dr
Manchester IA 52057

STATE OF IOWA, COUNTY OF Dubuque, SS:

On this 10th day of April, 2026, before me, a Notary Public, personally appeared Devin M Brooks and Rebecca J Brooks, Husband and Wife to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.




Notary Public: Patrick R Soppe

DB WB