Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE: OCTOBER 26, 1993

This mortgage is made on the date noted above between the parties listed below. The Mortgagor(s), having received as consideration the principal amount shown below from the Mortgagee, receipt of which is acknowledged, mortgages, and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property, a right, privilege, or improvement belonging to and passable with the property, easements and rights of way of the property, and all buildings and fixtures.

PROPERTY DESCRIPTION

LOTS THREE(3) AND FOUR(4) and THE NORTH TWENTY FIVE(25) FEET of LOT FIVE(5) BLOCK TEN(10), H.A CARTER'S THIRD ADDITION TO HOPKINTON, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 19 L.D. PAGE 104.

MORTGAGOR(S)		MORTGAGEE	
NAME(S): BELINDA BANKS AND STEVE DAVIS		NAME: GERALD L. AND DIXIE L BANKS	
ADDRESS: 110 COLLEGE STREET		ADDRESS: 164 EASTVIEW DRIVE N.W	
CITY: HOPKINTON		CITY: CEDAR RAPIDS 52405	
COUNTY: DELAWARE	STATE: IOWA	COUNTY: LINN	STATE: IOWA

53-67

PRINCIPAL AMOUNT

Four Thousand Dollars — $ 4000.00

This Mortgage is given to secure the agreements specified in this Mortgage as well as the Mortgage or Consumer Loan Agreement between Mortgagor(s) and Mortgagee of even date. This Mortgage also secures such future Mortgage or Consumer Loan Agreements between Mortgagor(s) and Mortgagee that may be entered into and which specifically reference this Mortgage as the security instrument securing such future Mortgage or Consumer Loan Agreements.

The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Mortgage or Consumer Loan Agreement which documents such indebtedness.

The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for the Mortgagee's protection with an insurer of the Mortgagor(s) choice. The Mortgagor(s) will pay all taxes, assessments, and other charges when they are due.

In the event the Mortgagor(s) shall sell, assign, or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Consumer Loan Agreement and subject that agreement to the Mortgagee's right to demand payment in full.

The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default.

Mortgagor(s) agree to pay, and this mortgage shall secure the payment of all costs of foreclosure, including but not limited to, reasonable attorneys' fees, costs of abstracts, title insurance, court and advertising costs.

If permitted by law, the Mortgagor(s) grant to Mortgagee a power of sale, including any statutory procedure for foreclosure of a Mortgage by advertisement, which Mortgagee may use directly or indirectly to sell the mortgaged property if the Mortgagor(s) default in the payment of any indebtedness secured by this Mortgage or fail to perform any other promise made in this Mortgage or in a Mortgage or Consumer Loan Agreement which documents such indebtedness. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real property being mortgaged hereunder.

ADDITIONAL PROVISIONS

There are no scheduled payments on this loan. It is agreed upon by those who have signed below that this loan will be paid in full within eighteen months(18) of date loan was made 10-26-93 plus interest rate of 11% per year. If loan is paid off in less than 18 mo. interest will be computed from date of loan during time made to date of full pymt. of loan.
NOTICE: This mortgage secures Credit in amt of $4000. Loans and advances up to this amt, together w/interest are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

SIGNATURES - MORTGAGOR(S) / WITNESSES

Signed and sealed by Mortgagor(s):

X Belinda Banks
Mortgagor's Signature BELINDA L. BANKS

X Steve L Davis
Mortgagor's Signature STEVE L. DAVIS

X
Mortgagor's Signature

X
Mortgagor's Signature

Signed and delivered in the presence of:

X Lisa L Owens
Witness' Signature

X Brent K. Hunt
Witness' Signature

NOTARIZATION

State of Iowa
County of Linn
SS.

The foregoing instrument was acknowledged before me this 7th day of January 7, 1994, by

Janice K. Secrist
My Comm. Expires 1-24-94

Notary Public's Signature Janice K. Secrist
Notary Public's Name JANICE K. SECRIST
For the County of: Linn
State of: Iowa
My Commission Expires: 1-24-94

When Recorded Return to:

Drafted By

For Release, See Book 38 Page 121 7/24/95

Address, City, State

FILE No. 9-2441
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 11 DAY OF February 1994 AT 12:12 O'CLOCK P M. BOOK 34 PAGE 240

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
TLM CM 31