IOWA REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT Willis J. Elgin & Dorothy M. Elgin of RR 1 Box 80 - Hopkinton, Ia 52237 (Mortgagors) do MORTGAGE and CONVEY to Select Improvement Company of 1819 State St. Bettendorf, Ia 52722 and its successors and assigns ("Mortgagee") to secure payment of all obligations of the Mortgagors to the Mortgagee or to its successors and assigns, including a certain obligation described as Retail Sales Security Agreement & Disclosure STatement (the "Obligation") of even date herewith and payable to the Mortgagee in the amount of Nineteen thousand and no/100 Dollars ($ 19,000.00) in installments as provided in the Obligation with a final payment due on _____, the following described real estate situated in Hopkinton Delaware County, Iowa to-wit:

The Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Twenty (20, and the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Seventeen (17), and the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Seventeen (17), except Lot One (1) according to plat recorded in Book 5 Plats, Page 69; all in Township Eighty-Eight (88) North, Range Three (3), West of the 5th P.M.

That the intention herein is to convey hereby an absolute title in fee simple, including all the rights of homestead and dower, to the said Mortgagee, its successors and assigns. That the said Mortgagors represent to and covenant with the Mortgagee, that they have the right to sell and convey the said premises and that they will warrant and defend the said premises against the lawful claims of all persons, except mortgages duly recorded prior to the date of this Mortgage in the County Recorder's Office of the County wherein said real estate is located.

98-167

That the Mortgagors do hereby release all rights of homestead and dower and all rights of distributive share and other rights in and to said premises. That these presents are upon the expressed condition that if the said Mortgagors, their heirs, successors or assigns shall pay or cause to be paid to the Mortgagee, its successors or assigns the amount specified above according to the tenor and effect of the Obligation of the said Mortgagors, then these presents would be void, otherwise to be and remain in full force and effect. This Mortgage shall stand as security for said Obligation and for any and all future advances made by the Mortgagee to or for the benefit of the Mortgagors.

That the Mortgagors further agree that they will pay all taxes and assessments levied against said real estate before the same become delinquent and will keep the buildings on said premises in a good state of repair and fully covered with an insurance policy showing any loss payable to the parties as interests may appear, and will make the payments promptly as herein agreed as the same become due and that failure to do so shall give the Mortgagee, subject to Mortgagors' right to cure, the right to declare the whole sum, less unearned charges, due and payable at once and to foreclose upon the property.

That if all or any part of the property or an interest in the property is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, may require immediate payment in full of the entire amount due under the Mortgage and Obligation. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagors are transferring or selling the interest in the property. If Mortgagee does allow Mortgagors' successor in interest to assume the obligation, Mortgagor will be released from further obligation under this Mortgage and the Obligation secured thereby. The following types of transfers will not give Mortgagee the right to require immediate payment in full:

(a) the creation of liens or other claims against the property which are inferior to this Mortgage;
(b) a transfer of rights in household appliances to a person who provides the Mortgagor with the money to buy these appliances in order to protect that person against possible losses;
(c) a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law;
(d) leasing the property for three years or less, so long as the lease does not include an option to buy;
(e) a transfer to a Mortgagor's relative resulting from death of the Mortgagor;
(f) a transfer where Mortgagor's spouse or children become owners of the property;
(g) a transfer to a Mortgagor's spouse resulting from a divorce decree, separation agreement or property settlement agreement;
(h) a transfer into an inter vivos trust in which the Mortgagor is and remains a beneficiary, so long as there is no transfer of rights of occupancy in the property.

That in the event of foreclosure of this Mortgage and the sale of the property, the time of one year for redemption as provided by a will be reduced to six months in the event the Mortgagee waives its right to a deficiency judgment. The period of redemption as provided by law will be reduced to sixty days in the event the real estate covered by this Mortgage is abandoned by the Mortgagors and/or the persons or person performing under this Mortgage at the time of foreclosure in the event the Mortgagee waives its right to a deficiency judgment.

That upon commencement of an action in foreclosure, it shall be lawful for the said Mortgagee, its attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and profits thereof, and to account only for the net proceeds thereof.

That upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale expenses which may be a part of the foreclosure, judgment, including costs of advertisement, selling, and conveying said premises, reasonable attorney's fees including the time of in-house counsel, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the unpaid balance of said Obligation whether due and payable by the terms thereof or not, to be first applied to accrued interest and then to the principal balance.

FILE No. 84-1355	FILED FOR RECORD THE 16 DAY OF Nov, 1994 AT 10:37	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 17.00	O'CLOCK A. M. BOOK 125 PAGE 16	Deborah L. Peyton, Recorder
TRANSFER FEE $		LM CM 31

WITNESS WHEREOF,

the Mortgagors have executed this Mortgage on the 28th day of September, 19 94.

Willis J. Elgin
Mortgagor
Typed name: Willis J. Elgin

Dorothy M Elgin
Mortgagor
Typed name: Dorothy M. Elgin

SUBORDINATION AND WAIVER

The person signing immediately below agrees to subject all of his or her interest in the above described premises, including any right to possession after foreclosure, to the terms of this Mortgage and to waive his or her homestead exemption in the above described real estate. Person signing immediately below is not personally liable on the Obligation secured by this Mortgage.

Mortgagor
Typed name:

84-1355
DELAWARE COUNTY IOWA
FILED
94 NOV 16 AM 10 37
BOOK 125 PAGE 16
DEBORAH L. FEYTON
DELAWARE CO. RECORDER
$17.00

Metrobank
1523 Eighth St
East Moline, IL 61244-2190

STATE OF Iowa)
) SS: **ACKNOWLEDGMENT FOR MORTGAGE**
COUNTY OF Scott)

On this 28 day of September A.D., 1994 before me, a Notary Public in and for Scott County, State of Iowa personally appeared Willis J. Elgin & Dorothy M. Elgin 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 for the purposes therein set forth, including the release and waiver of the rights of homestead. IN WITNESS WHEREOF, I hereunto set my hand and seal.

Mary D Celsi
NOTARY SEAL
My Commission Expires 2-1-95
Notary Public of said County and State

MARY D. CELSI NOTARIAL SEAL

ASSIGNMENT

For value received the undersigned hereby transfers, assigns and conveys to Metrobank all right, title, interest, powers and options in, and to the Mortgage appearing on the reverse side hereof and the money due and to become due on the Obligation secured thereby and warrant that no liens have been filed by Assignor on the property described in the Mortgage and that the Mortgage is a genuine, accurate, complete, and recordable lien on the property of the Mortgagors.

Select Improvement Company
(Seller's name)

By: Joseph T Celsi Owner
Title

STATE OF Iowa)
) SS: **ACKNOWLEDGMENT FOR ASSIGNMENT**
COUNTY OF Scott)

On this 28th day of September, 1994, before me, a Notary Public in and for Scott County, State of Iowa personally appeared Joseph T. Celsi to me known to be the person named in and who executed the foregoing instrument as the Owner sole proprietor (title) of , a(n) corporation and that he/she was authorized to execute the assignment on behalf of the corporation as its free and voluntary act and deed. IN WITNESS WHEREOF, I hereunto set my hand and seal.

Mary D Celsi
NOTARY SEAL
My Commission Expires 2-1-95
Notary Public of said County and State

MARY D. CELSI NOTARIAL SEAL

PREPARED BY/RETURN TO:

Ida Kerr c/o METROBANK
1523 Eighth Street, East Moline, IL 61244