American General Finance, Inc.

A Subsidiary of American General Corporation

AMERICAN GENERAL

REAL ESTATE MORTGAGE

Frederick A. Pasker and Debra J. Pasker, Mortgagors are indebted to American General Finance, Inc., Mortgagee on their Promissory Note of even date herewith in the amount of $ 17208.00 and evidencing a loan made by said Mortgagee. According to the terms of said note, payment may be made in advance in any amount at any time and default thereunder as defined in Section 5.109 of the Iowa Consumer Credit Code, and subject to Sections5.110 and 5.111 of said code, shall, at the option of the holder thereof and without notice or demand unless required by law, render the entire unpaid balance thereof at once due and payable, less any required refund or credit or finance charge and this mortgage may be foreclosed by action in court by equitable proceedings.

☐ If checked, said note contains a demand feature.

NOW THEREFORE, in consideration of said loan and to further secure the payment of said note and any note or notes executed and delivered to Mortgagee by Mortgagors at any time before the entire indebtedness secured hereby shall be paid in full evidencing a refinancing of any unpaid balance of the note above described or renewal thereof, or both, such refinancing not exceeding a total indebtedness of more than $100,000.00 at any time, the Mortgagors do hereby convey to the Mortgagee, its successors and assigns forever the tract of real estate hereinafter described; provided, however, if the Mortgagors well and truly pay and discharge said note or notes according to the terms thereof, then these presents shall cease and be void.

It is hereby agreed that said Mortgagor shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate provided in the note secured hereby, and this mortgage shall stand as security for such taxes, assessments and interest so paid. That so long as this mortgage shall remain unpaid the said Mortgagor shall keep the buildings thereon insured in some responsible company or companies, which shall be satisfactory to the holder of this mortgage for the use and security of said Mortgagee in the sum of not less than $ 76,500.00 and shall deliver the policies and renewal receipts therefor to said Mortgagee, and if the said Mortgagor fails to effect such insurance in manner as agreed, then said Mortgagee may effect such insurance, and the amount paid for such purposes by the Mortgagee shall be recovered from Mortgagor with interest thereon at the rate provided in the note secured hereby, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

If the tract of real property described herein is less than ten (10) acres in size, it is further hereby agreed, pursuant to Section 628.26, Code of Iowa, that the period of redemption after sale on foreclosure of this mortgage shall be reduced to six (6) months, provided Mortgagee waives in the foreclosure action any rights to a deficiency judgment against the Mortgagors which might arise out of the foreclosure proceeding. If the tract of real property described herein is less than ten (10) acres in size, it is further hereby agreed, pursuant to Section 628.27, Code of Iowa, that the court in a decree of foreclosure may find affirmatively that said tract has been abandoned by the owners and those persons personally liable under this mortgage at the time of such foreclosure, and should the court so find, and if Mortgagee shal waive any rights to a deficiency judgment against the Mortgagors or their successors in interest in the foreclosure action, then the period of redemption after foreclosure shall be reduced to sixty (60) days.

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The Mortgagors covenant that they exclusively possess and own said property free and clear of all encumbrances except as otherwise noted, and that they will warrant and defend the same against the claims and demands of all persons except the Mortgagee. The Mortgagors hereby relinquish all contingent rights in and to the mortgaged property, including the right of dower and homestead. Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of its right to do so thereafter. Whenever the context so requires, plural words shall be construed in the singular.

If this Mortgage is junior to another mortgage or mortgages, then default by the Mortgagor according to the terms of said mortgage or mortgages shall constitute default of this mortgage.

☐ Unless checked, this transaction is subject to the Iowa Consumer Credit Code.

DESCRIPTION OF MORTGAGED REAL ESTATE:

Lot 4, except the West 66 feet thereof, of the Subdivision of Lot 25, Burrington's Addition to Manchester, Delaware County, Iowa, according to plat recorded in Book 1 Plats, Page 96, and the South 16 feet of the East 220.0 feet of Lot 26, according to plat recorded in Book I, L.D., Page 245.

For Release, See Book 43 **Page** 200 3/7/97

situated in the County of Delaware, State of Iowa.

WAIVER OF HOMESTEAD EXEMPTION

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.

Dated May 15, 19 95.

Frederick A Pasker
FREDERICK A. PASKER

Debra J Pasker
DEBRA J. PASKER Mortgagors

Dated this 15th day of May 19 95.

THE Following Notice Applies to Consumer Credit Transactions only:

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

Frederick A Pasker
FREDERICK A. PASKER Sign here

Debra J Pasker
DEBRA J. PASKER Sign here

STATE OF IOWA
SS.
COUNTY OF ~~Black Hawk~~

On this 15th day of May, A.D. 19 95, before me, a Notary Public in and for Black Hawk County, State of Iowa, personally appeared Frederick A. Pasker and Debra J. Pasker, to me known to be the identical person s named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

(S E A L)

JUDITH A. WIRTZ MY COMMISSION EXPIRES 8-27-96

Acknowledging officer sign here

Judith A Wirtz
Notary Public in and for ~~Black Hawk~~ County, Iowa

My Commission Expires: August 27, 19 96.

015-0C FILE No. 128-3057
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 18 DAY OF May, 19 95 AT 11:47 O'CLOCK A M. BOOK 37 PAGE 287

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