IOWA STATE BAR ASSOCIATION (Trade-Mark Registered, State of Iowa, 1967)
Official Form No. 13.2

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

★ NOTE: Use this form only when a 12-month period of redemption is desired. Use Form 13.1 for the six-month period and 60-day period.

REAL ESTATE MORTGAGE–IOWA

This Indenture made this 13th day of November, A. D. 19 95
between Jeff A. Maiers and Tricia L. Steffen, both parties single
Mortgagors
of the County of Dubuque, and State of Iowa, and Allan Leo Ertl and Susan L. Steffen-Ertl, husband and wife,
Mortagee,
of the County of Delaware, and State of Iowa.

WITNESSETH: That the said Mortgagors in consideration of Thirteen Thousand and no/100 DOLLARS ($13,000.00) loaned by Mortgagee, received by Mortgagors and evidenced by the promissory note hereinafter referred to, do, by these presents **SELL, CONVEY AND MORTGAGE,** unto the said Mortgagee Allan Leo Ertl

the following described Real Estate situated in the County of Delaware, State of Iowa, to-wit:

Lot 6, Block 3, Sunset Heights No. 1 in the City of Dyersville, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 90, subject to easements of record.

54-385

For Release, See Book 47
Page 193 3/25/98

For Assignment to Liberty Bank of Dubuque
See Book 44 Page 165
Date 12/23/97 Released 3/25/98

together with all personal property that may integrally belong to, or be or hereafter become an integral part of said real estate, and whether attached or detached (that is, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, linoleum, water heater, water softener, automatic heating equipment and other attached fixtures), and hereby granting, conveying and mortgaging also all of the easements, servient estates appurtenant thereto, rents, issues, uses, profits and right to possession of said real estate, and all crops raised thereon from now until the debt secured thereby shall be paid in full. As to any such personal property, or fixtures, or both, a Security interest hereby attaches thereto, as provided by the Uniform Commercial Code.

Said Mortgagors hereby covenant with Mortgagee, or successor in interest, that said Mortgagors hold said real estate by title in fee simple; that they have good and lawful authority to sell, convey and mortgage the same; that said premises are Free and Clear of all Liens and Encumbrances Whatsoever except as may be above stated; and said Mortgagors Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises, and waives any rights of exemption, as to any of said property.

CONDITIONED HOWEVER, That if said Mortgagors shall pay or cause to be paid to said Mortgagee, or his successor in interest, said sum of money which shall be legal tender in payment of all debts and dues, public and private, at time of payment, all at the time, place, and upon the terms provided by one[1] promissory note of Mortgagors to Mortgagee, of even date herewith, and shall perform the other provisions hereof, then these presents will be void, otherwise to remain in full force and effect.

1. **TAXES.** Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against said property, or any part thereof, before same became delinquent, without notice or demand; and shall procure and deliver to said Mortgagee, on or before the fifteenth day of April of each year, duplicate receipts of the proper officers for the payment of all such taxes and assessments then due.

* 2. **INSURANCE.** Mortgagors shall keep in force insurance, premiums therefor to be prepaid without notice or demand, against loss by fire, tornado and other hazards, casualties and contingencies as Mortgagee may require on personal property, as herein referred to, and on all buildings and improvements on said premises, in companies to be approved by Mortgagee in an amount not less than the full insurable value of such personal property and improvements, or not less than the unpaid balance herein, whichever amount is smaller, with such insurance payable to Mortgagors and Mortgagee, as their interests may appear. Mortgagors shall promptly deposit such policies with proper riders with the Mortgagee.

3. **REPAIRS TO PROPERTY.** Mortgagors shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed, ordinary wear and tear only excepted; and shall not suffer or commit waste on or to said security.

4. **ATTORNEY'S FEES.** In case of any action, or in any proceedings in any court, to collect any sums payable or secured by this mortgage, to protect the lien of title herein of the Mortgagee, or in any other case permitted by law in which attorney fees may be collected from the Mortgagors, or charged upon the above described property, they agree to pay reasonable attorney fees.

FILE No. 174-1470
RECORDING FEE $ 11.00
TRANSFER FEE $

FILED FOR RECORD THE 20 DAY OF November, 1995 AT 11:34 O'CLOCK A M. BOOK 39 PAGE 112

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

5. **CONTINUATION OF ABSTRACT.** In event of any default herein by Mortgagors, Mortgagee may, at the expense of Mortgagors, procure an abstract of title, or continuation thereof, for said premises, and charge and add to the mortgage debt the cost of such abstract or continuation with interest upon such expense at the highest legal rate applicable to a natural person; or if the Mortgagor is a corporation, then at the default rate provided in the note secured hereby.

6. **ADVANCES OPTIONAL WITH MORTGAGEE.** It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, Mortgagee (whether electing to declare the whole mortgage due and collectible or not), may (but need not) effect the insurance above provided for, and need not, but may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon at the highest legal rate applicable to a natural person (or, if the Mortgagor is a corporation, then at the default rate provided in the note secured hereby) from time of payment shall be a lien against said premises.

7. **ACCELERATION OF MATURITY AND RECEIVERSHIP.** And it is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, or any other advance or obligation which may be secured hereby or any agreed protective disbursement, such as taxes, special assessments, insurance and repairs, or if Mortgagors shall suffer or commit waste on or to said security, or if there shall be a failure to comply with any and every condition of this mortgage, then, at the option of the Mortgagee, said note and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due and shall become collectible at once by foreclosure or otherwise after such default or failure, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the Mortgagee appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest such sums in default secured by this mortgage shall draw interest at the highest legal rate applicable to a natural person; or if the Mortgagor is a corporation then at the default rate provided in the note secured hereby.

8. **DEFINITION OF TERMS.** Unless otherwise expressly stated, the word "Mortgagors", as used herein, includes successors in interest of such "Mortgagors"; the word Mortgagee", as used herein, unless otherwise expressly stated includes the successors in interest of such "Mortgagee". All words referring to "Mortgagors" or "Mortgagee" shall be construed to be of the appropriate gender and number, according to the context. This construction shall include the acknowledgment hereof.

9. **The address of the Mortgagee is** 702 - 8th Street N.W.
(Street and Number)

Dyersville (City) Iowa (State) 52040 (Zip Code) (See last sentence of Section 447.9 Code of Iowa.)

10. **ADDITIONAL PROVISIONS.** The following additional provisions are hereby incorporated herein: **(Insert due date or due dates if desired)**[2] The principal obligation herein, the one promissory note above referred to is payable $ 13,000.00 on November 1, 1998 and $ xxxxxxxxxxxxxxxxxx on xxxxxxxxxxxxxxxxxxxxxxxx

CHATTEL MTG. INDEX

95 NOV 20 AM 11 34
DEBORAH L. PEYTON
RECORDER
DELAWARE CO.
$11.00

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DELAWARE COUNTY IOWA
FILED
174-1470

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands the day and year first above written.

Jeff A. Maiers

Tricia L. Steffen **Mortgagors**

Please type or print names under signatures as per Code Sec. 335.2 as amended

STATE OF IOWA, DUBUQUE COUNTY, ss:

On this 13th day of November, A. D. 19 95, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeff A. Maiers and Tricia L. Steffen, both parties single

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA — RANDY J. LUDWIG MY COMMISSION EXPIRES 9-20-97

Randy J. Ludwig, Notary Public in and for said County and State

[1]Only one original promissory note is contemplated with the use of this mortgage form.

[2]CONSIDER THE STATUTE OF LIMITATIONS. If this loan constitutes a long term transaction (over ten years), consider the advisability of making the maturity date or dates in the original note a matter of public record by insertion in this mortgage. See Iowa Land Title Examination Standards. Problems 10.4 and 10.5.

174-1470

IOWA MORTGAGE

No.

MORTGAGE

From Jeff A. Maiers, Etal

To Allan Leo Ertl & Wife

Filed for record the ____ day of ____, A. D. 19____, ____ o'clock ____ M., and recorded in Book ____ of Mortgages on page ____

____ County Records.

____ Recorder

By ____ Deputy

WHEN RECORDED RETURN TO

Tom Jenk
Jenk and Coen
320 First Ave. E.
P.O. Box 247
Dyersville, IA 52040-0247