American General Finance, Inc.
A Subsidiary of American General Corporation

AMERICAN GENERAL

REAL ESTATE MORTGAGE

MICHAEL J. COLE AND DANA L. COLE, Mortgagors are indebted to American General Finance, Inc., Mortgagee on their Promissory Note of even date herewith in the amount of $ 49,000.00 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 Sections 5.110 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 and may be foreclosed by action in court by equitable proceedings.

☐ If checked and term is 60 months or more, 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 $ 49,000.00 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 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 righst 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 shall 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.

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.

For Release, See Book 133
Page 137 2-10-97

DESCRIPTION OF MORTGAGED REAL ESTATE:

PARCEL A
THAT PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY-ONE(31), TOWNSHIP EIGHTY-SEVEN(87) NORTH, RANGE SIX(6) WEST OF THE 5TH PRIME MERIDIAN, DELAWARE COUNTY,IOWA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER(NE CORNER) OF SAID NE1/4 SECTION 31-87-6; THENCE S 0°00'00"E ALONG THE EAST LINE OF SAID NE1/4, 1060.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 0°00'00"E ALONG SAID EAST LINE, 299.82 FEET; THENCE N 82° 14'24"W, 358.90 FEET; THENCE S 22°05'14"W, 56.07 FEET; THENCE S 89°33'40", 157.01 FEET; THENCE N 1°27'33"W,471.39 FEET; THENCE N 87°53'31"E, 162.86 FEET; THENCE S 34°56'32"E, 72.28 FEET; THENCE S 26°30'5"E, 62.36 FEET; THENCE S 2°56'42"E, 56.48 FEET; THENCE S 89°46'14"E, 310.84 FEET TO THE POINT OF BEGINNING CONTAINING 4.33 ACRES WHICH INCLUDES 0.41 ACRES OF PUBLIC RIGHT-OF-WAY.
NOTE: IN THE ABOVE DESCRIPTION, THE EAST LINE OF SAID NE1/4 SECTION 31-87-6 IS ASSUMED TO BEAR S 0°00'00"E.

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 (X) 12/29/95, _____.

(X) Michael J. Cole
(X) Dana L. Cole
Mortgagors

Dated this 29th day of December, 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.

(X) Michael J. Cole ← Sign here
(X) Dana L. Cole ← Sign here

STATE OF IOWA
SS.
COUNTY OF Linn

On this 29th day of December, 95, before me, a Notary Public in and for Linn County, State of Iowa, personally appeared Michael J. Cole and Dana L. Cole, to me know 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) VICTORIA A. FINDLAY MY COMMISSION EXPIRES 8/9/96

Acknowledging officer sign here → Victoria A. Findlay
Notary Public in and for Linn County, Iowa

My Commission Expires: 8/9/96

FILE No. 187-1948	FILED FOR RECORD THE 12 DAY OF	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 6.00	January, 19 96 AT 10:45	Deborah L. Peyton, Recorder
TRANSFER FEE $	O'CLOCK A M. BOOK 128 PAGE 105	LM CM 31

187-1948

DELAWARE COUNTY IOWA
FILED

'96 JAN 12 AM 10 45

BOOK 128 PAGE 105
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$6.00

Michael J. Cole Etal

To

American General Finance, Inc.

INDEXED IN
CHATTEL MTG. INDEX

American General ✓
P.O. Box 10555
Cedar Rapids, IA 52410-0555