INDEXED IN CHATTEL MTG. INDEX

9237 9709-80330

Return to: See Below

For Release, See Book 1999 Page 862 3-12-99

'97 DEC 3 AM 10 18

30-16662

MASON CITY, IOWA

130 BOOK 83

21.00

This Document Prepared By: Brent Jandebeur (Name)

1601 So. Taft Mason City, IA 50401 (Address) (515) 424-4717 (Phone)

REAL ESTATE MORTGAGE

This mortgage made on the 12th day of July, 1997, between Roger Recker and Rosemary Recker hereinafter referred to as MORTGAGORS, and Midwest Construction & Supply Inc, whose address is 1601 South Taft Mason City, IA 50401, hereinafter referred to as MORTGAGEE.

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described as security for the payment of a Home Improvement Contract of even date herewith in the sum of Six thousand Seventy Three 80/100 Dollars ($ 6073.80).

The property hereby mortgaged, and described below, includes all tenements, easements, appurtenances, rights, privileges, interests, rents, issues, profits, fixtures and appliances thereunto attaching or in any wise thereunto appertaining.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto Mortgagee, its successors and assigns, forever; and Mortgagors hereby covenant that Mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that Mortgagors will forever warrant and defend the same unto Mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter shown.

MORTGAGORS AGREE: To keep the improvements now existing or hereinafter erected on the premises insured against loss or damage by fire and other hazards and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Mortgagee may require, in such amounts and for such periods as Mortgagee may require, and in an insurance company or insurance companies acceptable to Mortgagee. All insurance policies and renewals shall designate Mortgagee as mortgage loss payee and shall be in a form acceptable to Mortgagee. Mortgagor hereby confers full power on Mortgagee to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds becoming payable thereunder; and, at Mortgagee's option, to apply same toward either the restoration or repair of the premises or the payment of the note. Any application of such proceeds toward payment of the note shall not extend or postpone the due date of monthly installments due under the note. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, including, without limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Mortgagee may at its option, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Mortgagee's interest. Any amount disbursed by Mortgagee hereunder shall be an additional obligation of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree otherwise, all such amounts shall be payable immediately by Mortgagor upon notice from Mortgagee to Mortgagor, and may bear interest from the date of disbursement by Mortgagee at the lesser of the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Mortgagee to incur any expense or take any action whatsoever. Mortgagors' further agree to exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted. Mortgagors hereby relinquish, release and waive all right of homestead and dower in and to said mortgaged property.

The real property hereby mortgaged is described as follows:

See Attached "Exhibit 'A'" ②
AKA: 3171 218th St
Garnville, IA 50041

RETURN TO: CREDIT FACTS OF AMERICA
SUITE 120 (BOX 133)
530 WILLIAM PENN PLACE
PITTSBURGH, PA 15219-1811

IN WITNESS WHEREOF, Mortgagors have executed this mortgage on the day above shown. **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.**

X Roger Recker (SEAL)
Roger Recker Mortgagor

X Rosemary Recker (SEAL)
Mortgagor
Rosemary Recker

For Assignment to ENS Mtg. Svcs, by Mtg. Electronic Registration Systems, Inc. 8/1/98

6114 Rev. 4-97 Iowa

DOC 12-1-97 BOOK 132 PAGE 83

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any installment when due, or if Mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagor shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. In the event of foreclosure of this mortgage, Mortgagors will pay to Mortgagee a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees, and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

It is further agreed that if this mortgage covers less than 10 acres of land, and in the event of the foreclosure of this mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the state of Iowa shall be reduced to six months provided the Mortgagee waives in such foreclosure proceedings any rights to a deficiency judgment against the Mortgagors which may arise out of the foreclosure proceedings; and further, in the event the court in the decree of foreclosure affirmatively finds that the property has been abandoned by the Mortgagors at the time of such foreclosure, the period of redemption after foreclosure shall be reduced to sixty (60) days; all of which shall be consistent with the provisions of Chapter 628 of the 1966 Code as amended by the 59th General Assembly and by the 62nd General Assembly.

No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenent shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenent, and no delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

The plural as used in this instrument shall include the singular where applicable.

ACKNOWLEDGEMENT BY INDIVIDUAL OR PARTNERSHIP PURCHASER—MORTGAGOR

STATE OF IOWA, COUNTY OF Delaware SS:

On this 12th day of July, 19 97, before me, a notary public in and for said county in the State of Iowa, personally appeared Roger Becker and Rosemary Becker, to me known to be the identical person(s) named in and who executed the within instrument and acknowledged that he/they executed the same as his/their voluntary act and deed.

In Witness Whereof, I have set my hand and notarial seal this 12th day of July, 19 97

BRENT JANDEBEUR
MY COMMISSION EXPIRES
4-17-00

Notary Public

ASSIGNMENT

For value received, the undersigned, mortgagee in the within mortgage, does hereby sell, assign, transfer and set over unto First Consumer Credit herein called "Assignee", its successors and assigns, the within mortgage and all of the real property covered thereby and the Home Improvement Contract thereby secured, to have and to hold forever subject to the conditions therein contained.

In witness whereof, the undersigned has set its hand and seal this 12th day of September, 19 97

MIDWEST CONSTRUCTION & SUPPLY, INC.
1601 South Taft
Mason City, Iowa 50401
(Seller)

RETURN TO: CREDIT-FACTS OF AMERICA
SUITE 120 (BOX 133)
530 WILLIAM PENN PLACE
PITTSBURGH, PA 15219-1811

CORPORATE DEALER SIGN HERE

MIDWEST CONSTRUCTION & SUPPLY, INC.
1601 South Taft
Mason City, Iowa 50401
(Name of Corporation)

ATTEST:

Maria Santaris
(Its Secretary)
MARIA SANTARIS

By: Kalliope D. Eaton Pres.
Kalliope D. Eaton, Pres.
(Name and Title)

612614 Rev. 4-97 Iowa

03547

ACKNOWLEDGEMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY

STATE OF IOWA, COUNTY OF _____ SS:

On this _____ day of _____, 19_____, before me, a notary public in and for said county in the State of Iowa, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the above Assignment and acknowledged that he/they executed the same as his/their voluntary act and deed.

In Witness Whereof, I have set my hand and notarial seal this _____ day of _____, 19_____.

_____
Notary Public

ACKNOWLEDGEMENT BY CORPORATE BENEFICIARY

STATE OF IOWA, COUNTY OF Delaware SS:

On this 12th day of September, 1997, before me, a notary public in and for said county in the State of Iowa, personally appeared Kalliope D. Eaton to me personally known, who being by me duly sworn did say that he is the President (Title) of Midwest Construction Supply, Inc. (Name of Corporation), that the seal affixed to said Assignment is the seal of said corporation and that said Assignment was signed and sealed on behalf of the said corporation by authority of its Board of Directors and the said Kalliope D. Eaton acknowledged the execution of said Assignment to be the voluntary act and deed of said corporation by it voluntarily executed.

In Witness Whereof, I have set my hand and notarial seal this 12th day of September, 1997.

BRENT JANDEBEUR
MY COMMISSION EXPIRES
4-17-00

Brent Jandebeur
Notary Public

612614 Rev. 4-97 Iowa

RETURN TO:CREDIT-FACTS OF AMERICA
SUITE 120 (BOX 133)
530 WILLIAM PENN PLACE
PITTSBURGH, PA 15219-1811

BOOK 132 PAGE 83

Credit-facts of America
530 William Penn Place Suite 120 (Box 133) Pittsburgh, PA 15219
Phone: (412) 232-3232 / (800) 233-4747 Fax: (412) 232-0903 / (800) 332-2317
INSURED TITLES * PROPERTY ABSTRACTS * APPRAISALS * INSPECTIONS

JANDEBEUR, BRENT 9237

DELAWARE COUNTY

LEGAL DESCRIPTION

The following described real estate situated in Delaware County, Iowa, to-wit:

Starting at a point 1,064 feet EAST of the SW corner of the SE quarter of Section 34, Township 89 North, Range 3, West of the 5th Prime Meridian, Delaware County, Iowa, thence 180 feet North, thence 103 feet East, thence 181 feet South; thence 103 feet West to point of beginning, except any part thereof conveyed to the State of Iowa by Warranty Deed recorded in Book 83, L.D., Page 273.

RETURN TO:CREDIT-FACTS OF AMERICA
SUITE 120 (BOX 133)
530 WILLIAM PENN PLACE
PITTSBURGH, PA 15219-1811

ksh