CIT Group
8000 Sagemore Dr.
Marlton, NJ
08053

986
DELAWARE COUNTY IOWA
FILED
1998 SP 15 AM 8:46
BOOK 50 PAGE 55
DEBORAH L. PEYTON
DELAWARE CO RECORDER
$10.00
CORRECTION

Prepared by:
Name ALEXA HOLZWARTH
Address 377 EAST BUTTERFIELD ROAD, SUITE 925
LOMBARD, IL 60148
Phone (630) 434-7306

REAL ESTATE MORTGAGE

Name and Address of Mortgagor(s):		Mortgagee:	
KERI A WIEDNER SEAN M WIEDNER WIFE AND HUSBAND 109 ~~108~~ PARK VIEW CT COLESBURG, IA 52035		THE CIT GROUP/CONSUMER FINANCE, INC. 377 EAST BUTTERFIELD ROAD SUITE 925 LOMBARD, IL 60148	
Loan Number	Date	Date Final Payment Due	Principal Balance
35371319	06/12/98	06/17/28	$ 61,891.00

56-197

The words "I," "me" and "my" refer to all Mortgagors indebted on the Note secured by this Mortgage. The words "you" and "your" refer to Mortgagee and Mortgagee's assignee if this Mortgage is assigned.

THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $ 61,891.00. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO THE INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

This mortgage is being rerecorded to correct the above address, From 108 Park View Court to 109 Park View Court

MORTGAGE OF REAL ESTATE

To secure payment of a Note I signed today promising to pay you the Principal Balance as shown above together with interest at the rate in effect from time to time as set forth in the Note secured by this Mortgage and any modifications, extensions and renewals thereof, each of the persons signing this Mortgage mortgages, grants and conveys to you the real estate described below, and all present and future improvements on the real estate and all easements, rights, appurtenances and rents, which is located in Iowa, County of DELAWARE, (the "Premises").

SEE ATTACHED LEGAL DESCRIPTION 'EXHIBIT A'

TERMS AND CONDITIONS:

PAYMENT OF OBLIGATIONS - If I pay my Note according to its terms, this Mortgage will become null and void.

I acknowledge that I have read, understood and agreed to the terms and conditions of this agreement, including the provisions on the reverse side and subsequent pages. I hereby acknowledge receipt of a completed and signed copy of this agreement.

Dated: June 12, 1998

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOTCONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

Signed this 12 day of June 1998.

WITNESSES:

Keri A Wiedner (Seal)
KERI A WIEDNER

Sean M Wiedner (Seal)
SEAN M WIEDNER

_______________ (Seal)

GARY D. REEDER
Iowa

ACKNOWLEDGMENT

State of Iowa
County of Delaware } SS.

On this 12 day of June, 1998, A.D., before me the undersigned a notary public in and for the State of Iowa personally appeared KERI A WIEDNER AND SEAN M WIEDNER to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Gary D Reeder
Notary Public in the State of Iowa
Gary D. Reeder

290189
2-2600A(12/95)Iowa First and Second Mortgage (Loans $25,001 and over)

~~TRUE COPY NOT AN ORIGINAL~~ XXXXXXXX

DATE 9-15-98 BOOK 50 PAGE 55

TAXES - LIENS - INSURANCE - MAINTENANCE - I will pay, when they are due and payable, all taxes, security agreements (including mortgages), liens, assessments, obligations, water rates and any other charges against the Premises, whether superior or inferior to the lien of this Mortgage, maintain hazard insurance on the Premises in your favor in a form and amount satisfactory to you and maintain and keep the Premises in good repair at all times during the term of this Mortgage. You may pay any such tax, lien, assessment, obligation, water rates, premium or other charge (including any charge to maintain or repair the Premises) or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you on demand, will bear interest at the interest rate set forth in the Note secured by this Mortgage if permitted by law or, if not, at the highest lawful interest rate, will be an additional lien on the Premises and may be enforced and collected in the same manner as the other obligations secured by this Mortgage. The insurance carrier providing the insurance referred to above will be chosen by me subject to your approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to you and must include a standard mortgage clause. You will have the right to hold the policies and renewals. If you require, I will promptly give to you all receipts of paid premiums and renewal notices. In the event of a loss, I will give prompt notice to the insurance carrier and you. You may file a proof of loss if not made promptly by me. Insurance proceeds will be applied to the restoration or repair of the Premises damaged or, at your option, the insurance proceeds will be applied to the sums, secured by this Mortgage, whether or not then due, with any excess paid to me. If I abandon the Premises, or do not answer within ten (10) days, a notice from you that the insurance carrier has offered to settle a claim, then you may collect the insurance proceeds. The ten (10)-day period will begin when the notice is given.

TITLE - The Premises were conveyed to me by a deed which is to be, or has been, recorded before this Mortgage, and I warrant the title to the Premises. I further warrant that the lien created by this Mortgage is a valid and enforceable first lien, subordinate only to easements and restrictions of record on the date of this Mortgage, and that during the entire term of the indebtedness secured by this Mortgage, such lien will not become subordinate to anything else.

CONDEMNATION - The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation (the taking of my property for a public use) or other taking of any part of the Premises, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to you and are subject to the lien of and secured by this Mortgage. In the event of a taking of the Premises, the proceeds will be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to me. If the Premises are abandoned by me, or if, after notice by you to me that the condemnor offers to make an award or settle a claim for damages, I fail to respond to you within ten (10) days after the date the notice is given, you are authorized to collect and apply the proceeds, at your option, either to the restoration or repair of the Premises, or to the sums secured by this Mortgage, whether or not then due.

DUE ON SALE OR ALTERATION - Except in those circumstances in which Federal law otherwise provides, I will not, without your consent, sell or transfer the Premises or alter, remove or demolish the buildings on the Premises, allow the Premises to deteriorate or commit waste.

DEFAULT - If I default in paying any part of the indebtedness secured by this Mortgage or if I default in any other way under this Mortgage or under the Note which it secures or on any other mortgage which covers the Premises, the entire unpaid principal balance and accrued and unpaid interest and any other amounts I then owe to you under this loan will become immediately due if you desire, without your advising me. If I am required to pay immediately in full as described above, I promise to pay your reasonable attorney's fee if the loan is referred to an attorney, not your employee, for collection and all other reasonable costs and expenses you actually incur in collecting the loan or foreclosing on this Mortgage, to the extent permitted by law. If any money is left over after you foreclose on this Mortgage and deduct such attorney's fees and all other costs and expenses incurred, it will be paid to the persons legally entitled to it, but if any money is still owing, I agree to pay you the balance.

WAIVER OF HOMESTEAD AND DOWER - I hereby waive all homestead or other exemptions to which I would otherwise be entitled under any applicable law and waive all rights of dower and distributive share in the property.

RIGHTS OF REDEMPTION - I hereby agree that in the event of judicial foreclosure of this mortgage, you may, at your sole option, elect:

Pursuant to Iowa Code Section 628.26 as now enacted or hereafter modified, amended or replaced, to reduce the period of redemption after sale on foreclosure to six (6) months, or

Pursuant to Iowa Code Section 628.27 as now enacted or hereafter modified, amended or replaced, to reduce the period of redemption after sale on foreclosure to sixty (60) days, or

Pursuant to Iowa Code Section 628.28 as now enacted or hereafter modified, amended or replaced, or any other section of the Iowa Code, to reduce the period of redemption after sale on foreclosure to such time as may be then applicable and provided by law, or

Pursuant to Iowa Code Section 654.20 as now enacted or hereafter modified, amended or replaced, to foreclose without redemption.

This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 or 654 of the Iowa Code as now enacted or hereafter modified, amended or replaced.

APPOINTMENT OF RECEIVER AND ASSIGNMENT OF RENTS - I agree that you are entitled to the appointment of a receiver in any action to foreclose on this Mortgage and you may also enter the Premises and take possession of them, rent them if the Premises are not already rented, receive all rents and apply them to the obligations secured by this Mortgage. I assign all rents to you but you agree that I may continue to collect the rents unless I am in default under this Mortgage or the Note.

RIGHTS CUMULATIVE - Your rights under this Mortgage will be separate, distinct and cumulative and none of them will be in exclusion of any other nor will any act of yours be considered as an election to proceed under any one provision of this Mortgage to the exclusion of any other provision.

NOTICES - I agree that any notice and demand may be given to me either in person or by mail.

EXTENSIONS AND MODIFICATIONS - Each of the persons signing this Mortgage agrees that no modification, renewal or extension of time or other variation of any obligation secured by this Mortgage will affect any other obligation under this Mortgage.

APPLICABLE LAW - This Mortgage is made in accordance with, and will be governed by, the laws of the State of Iowa and applicable Federal law.

RECEIPT OF COPY - Each person signing this Mortgage acknowledges receipt of a completed and signed copy of this Mortgage.

BINDING EFFECT - This Mortgage is binding on and inures to both your and my successors and assigns.

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

EXHIBT A

Lot Eight (8) of Parkview Addition to the Town of Colesburg, IA. Commonly known as: 109 PARKVIEW DRIVE, COLESBURG IA 52035