DELAWARE COUNTY IOWA
FILED
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BOOK 199 PAGE 1089
DEBORAH L. PEYTON
DELAWARE COUNTY RECORDER
$ 16.00

This instrument prepared by: Wendy E. Aitchison, Secretary, Citizens Finance Co.,
1275 Main St., Dubuque, IA 52001 (319)589-1980

RUSS & CINDY KRAMER 20631 247TH STREET DELHI, IA 52223	CITIZENS FINANCE CO. 1275 MAIN ST. P.O. BOX 739 DUBUQUE, IA 52004-0739
MORTGAGOR "I" includes each mortgagor above.	**MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, RUSSELL AND CINDY KRAMER, HUSBAND & WIFE AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON., sell, convey and mortgage to you on March 23, 1999, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures that may now or at anytime in the future be part of the property (all called the "property").

PROPERTY ADDRESS: 20631 247TH STREET (Street), DELHI (City), Iowa 52223 (Zip Code)

LEGAL DESCRIPTION:

SEE ATTACHED EXHIBIT A

located in DELAWARE County, Iowa.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due XXX.

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I may at any time owe you under this mortgage, the instrument or agreement described below, any renewal, refinancing, extension or modification of such instrument or agreement, and, if applicable, the future advances described below.

The secured debt is evidenced by (describe the instrument or agreement secured by this mortgage and the date thereof):
NOTE DATED 3/23/99 #40-55677

The above obligation is due and payable on 03/23/09 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of TWENTY ONE THOUSAND SEVEN HUNDRED TWO DOLLARS & NO CENTS---------- Dollars ($ 21,702.00), plus interest.

☒ **Future Advances:** The above amount is secured even though all or part of it may not yet be advanced. Future advances are contemplated and will be secured to the same extent as if made on the date this mortgage is executed.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $ 21,702.00. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

☐ **Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.

☐ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

RIDERS: ☐ Commercial ☐ Construction ☐

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.

(Signature) (Date) (Signature) (Date)

SIGNATURES: By signing below, I agree to the terms and covenants contained on pages 1 and 2 of this mortgage and in any riders described above that I have signed. I also acknowledge receipt of a copy of this mortgage on today's date.

X Russ Kramer

RUSS KRAMER

Cindy Kramer

CINDY KRAMER

ACKNOWLEDGMENT: STATE OF IOWA, COUNTY OF DUBUQUE } ss.

On this 23rd day of MARCH before me, a Notary Public in the State of Iowa, personally appeared RUSS & CINDY KRAMER

Individual Acknowledgment

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.

Corporate Acknowledgment

to me personally known, who being by me duly sworn or affirmed did say that that person is _____ (Title) of said corporation, that (the seal affixed to said instrument is the seal of said) (no seal has been procured by said) corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corportion by it voluntarily executed.

Wendy E. Aitchison

Notary Public In The State Of Iowa

IOWA

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EXHIBIT "A"

PARCEL A

Lot Eighteen (18) of the Cedars Subdivision of that part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Fourteen (14), Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M. laying East of the Maquoketa River, according to Consent of Owners and Plat recorded in Book 2 Plats, Pages 91-92, except that part described as commencing at a point on the Southwesterly line of Lot Thirty (30) at the point of intersection with the line between Lots Eighteen (18) and Thirty Nine (39), and running thence Southwesterly along the line between Lots Eighteen (18) and Thirty Nine (39) to the Southernmost corner of Lot Eighteen (18), running thence in a straight line Northeasterly to a point on the line between said Lots Eighteen (18) and Thirty (30) which is eighteen and seven-tenths (18.7) feet Northwesterly from the point of beginning, running thence Southeasterly along the line between said Lots Eighteen (18) and Thirty (30) a distance of eighteen and seven-tenths (18.7) feet to the point of beginning.

PARCEL B

That part of Lot Thirty (30) described as commencing on the Southwesterly line of said Lot Thirty (30) at the point of intersection with the line between Lots Eighteen (18) and Thirty Nine (39), and running thence Northwesterly along the line between Lots Eighteen (18) and Thirty (30) a distance of eighteen and seven-tenths (18.7) feet, being the point of beginning, continuing thence Northwesterly along the line between said Lots Eighteen (18) and Thirty (30) a distance of fourteen and four-tenths (14.4) feet, thence at right angles Northeasterly a distance of eighty (80.0) feet, thence in a straight line Southwesterly to the point of beginning, all in the Cedars Subdivision of that part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Fourteen (14), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian laying East of the Maquoketa River, according to Consent of Owners and plat recorded in Book 2 Plats, Pages 91-92.

PARCEL C

Commencing at the Southeast corner of Lot Nineteen of the Cedars Subdivision in the West half of Southeast quarter of Section 14, Township 88 North, Range 5 West of the 5th P.M., thence Northeast 80 feet parallel with the South line of said Lot Nineteen, thence Southeast 66 feet parallel with the East line of Lot Eighteen of said Cedars Subdivision, thence Southwest 80 feet parallel with South line of said Lot Nineteen, thence Northwest 66 feet to point of beginning together with any easements and servient estates appurtenant thereto.