AFTER RECORDING RETURN TO:

510-32147

PACESETTER CORPORATION
9505 I STREET
OMAHA NEBRASKA 68127-1283

DELAWARE COUNTY IOWA
FILED
2000 NO 13 AM 11:07
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
11.00

ENV.

Preparer Information The Pacesetter Corporation (Name) 9505 "I" Street (Street Address) Omaha, NE 68127 (City, State, Zip) (402) 331-0275 (Area Code - Phone)

MORTGAGE

I (we), the undersigned Connie Potte.Daum (hereafter "Mortgagor" whether one or more) residing at 1638 @255th Ave, Earlville Delaware County, Iowa, if and only if the Amount Financed listed below is $1,000.00 or more, do hereby mortgage and warrant to The Pacesetter Corporation, a Nebraska corporation, (hereafter "Mortgagee"), whose address is 4343 South 96th Street, Omaha, Nebraska 68127 its successors and assigns, that property legally described as:

the So. ½ of the NE ¼ of section 3, township 89 No, range 4, west of the 5th pm, also a strip of land about 3 rods wide @ the No. side & about 5 rods wide @ the So. side off of the E. side of the SE ¼ of the NW ¼ of section 3, & in said township 89 No., range 4. the W. line to run to the center of the Highway.

(hereafter the "premises") to secure payment of a certain Installment Sales Contract and Security Agreement Number 73664, dated 10/17, 2000, having an Amount Financed of $ 3500.00 together with finance charges described therein (hereafter the "indebtedness") and a final maturity on or about 1/01, 2005.

The Mortgager covenants with the Mortgagee, while this Mortgage remains in force, as follows:

1. To pay the indebtedness represented by the above-described Installment Sales Contract and Security Agreement together with all finance charges described therein, in the time and manner therein provided.

2. To pay all taxes, assessments, water rates and other charges that may be levied or assessed upon or against the premises within 30 days after the same shall become due and payable.

3. To keep all the improvements erected on the premises continually intact and in good order and repair and to permit or suffer no waste of said premises.

4. If default shall be made in the payment of the indebtedness, or any part thereof, or in the performance of any of the covenants and agreements contained in said Installment Sales Contract and Security Agreement and/or herein contained, the entire indebtedness secured hereby remaining unpaid shall at once become due and collectible if the Mortgagee so elects, without notice of such election, except such notice as required by law.

5. In the event the ownership of the premises or any part thereof becomes vested in a person other than the Mortgagor, Mortgagee may deal with such successor or successors in interest with reference to this Mortgage and the indebtedness hereby secured in the same manner as with the Mortgagor, without in any manner vitiating or discharging the Mortgagor's liability hereunder, or upon the indebtedness hereby secured.

Dated this 17 day of October, 2000.

⊗ _____ 10/17/00
MORTGAGOR DATE

PRINTED NAME Connie Pottebaum

⊗ N/A
MORTGAGOR DATE

PRINTED NAME N/A

ACKNOWLEDGMENT OF NOTARY PRESENCE
I (We) hereby confirm that the Notary Public whose name appears within did personally appear, sign and seal this document in my (our) presence.

Initials: ⊗ _____ Buyer ⊗ N/A Co-Buyer

State of Iowa)
County of Delaware) ss.

On this 17 day of October, A.D. 2000 before me, the undersigned, a Notary Public in and for said County and State personally appeared Connie Pottebaum to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Thomas L Rhodes

Thomas L Rhodes
Print Name
Notary Public in and for the State of Iowa

THOMAS L RHODES
MY COMMISSION EXPIRES
9-20-01