DELAWARE COUNTY IOWA
FILED
2002 DE -2 PM 12:11
BOOK 2002 PAGE 4528
DEBORAH E. FRANK
DELAWARE COUNTY RECORDER
11.00

FIRST INDIANA BANK

634-393971

CONSIDERATION AND GRANT OF MORTGAGE

MORTGAGE DATE November 22, 2002

The mortgage is made on the date noted above between the parties listed below. Under this mortgage and related Home Equity Loan Account Contract ("Account"), Mortgage is obligated to make advances on a continuing basis, for ten (10) years, up to the principal amount shown below (Mortgagor's Credit Limit), consistent with the terms of the Account. Any party interested in the details related to the Mortgagee's continuing obligation to make advances to Mortgagor(s) is advised to consult the Mortgagee directly. In consideration of Mortgagee's obligation to make continued advances to Mortgagor(s) under Mortgagor(s) Account, Mortgagor(s) grants, coveys and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property or right, privilege or improvement belonging or passable with the property, easements and rights of way of the property and buildings and fixtures.

56-13

PROPERTY DESCRIPTION

SEE ATTACHED LEGAL DESCRIPTION.

Borrower Mailing Address:
615 EAST UNION STREET MANCHESTER, IA 52057

MORTGAGOR(S)			MORTGAGEE	
NAME(S)	*KEITH S JOHNSON* *RENEE S JOHNSON F/K/A RENEE CARROTHERS*		NAME(S)	First Indiana Bank,N.A.
ADDRESS	*615 EAST UNION STREET*		ADDRESS	135 N. Pennsylvania
CITY	*MANCHESTER*		CITY	Indianapolis
COUNTY	*DELAWARE*	STATE *IA* *52057*	COUNTY	Marion STATE Indiana

PRINCIPAL AMOUNT
Ninety Three Thousand and 00/100 $ *93000.00*

COLLATERAL FOR ACCOUNT. This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortgagor(s) and Mortgagee which this Mortgage secures.

PAYMENT. The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Contract between Mortgagor(s) and Mortgagee which is secured by this Mortgage.

COLLATERAL PROTECTION. The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for Mortgagee's protection with an insurer of the Mortgagor's choice. The Mortgagor(s) will pay all taxes, assessments and other charges when they are due.

DUE ON SALE. In the event the Mortgagor(s) shall sell, assign or otherwise transfer their interest in the property, whether by deed, contract or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Contract and subject that Contract to the Mortgagee's right to demand payment in full.

RSJ
KJT.

PAYMENT OF SUPERIOR INTERESTS. The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default.

FORECLOSURE COSTS. Mortgagor(s) agree to pay, and this Mortgage shall secure, the payment of all costs of foreclosure, including, but not limited to, reasonable attorney fees, costs of abstract. title insurance, court and advertising costs.

POWER OF SALE. The Mortgagor(s) grant to Mortgagee a power of sale, including any statutory procedure for foreclosure of a mortgage by advertisement, which Mortgagee may use directly or indirectly to sell the mortgaged property if the Mortgagor(s) default on the payment of any indebtedness secured by this Mortgage or commit any other act or omission as specified in the Account Contract which is secured by this Mortgage under the provision entitled Account Termination and Acceleration of Amounts Due. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real estate being mortgaged hereunder.

PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.
Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

SIGNATURES - MORTGAGOR(S)/WITNESSES

Signed and sealed by Mortgagor(s):

X _____
Mortgagor's Signature

X _____
Mortgagor's Signature *KEITH S JOHNSON*

X Renee S. Johnson f/k/a Renee Carrothers
Mortgagor's Signature *RENEE S JOHNSON F/K/A RENEE CARROTHERS*

X _____
Mortgagor's Signature

Signed and delivered in the presence of:

X _____
Witness' Signature

X _____
Witness' Signature

NOTARIZATION

State of *IA*
County of *DELAWARE*

On this the *22nd* day of *November 22, 2002* , before me,
, the undersigned officer, personally appeared
KEITH S JOHNSON , RENEE S JOHNSON F/K/A RENEE CARROTHERS
known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that he/she/they executed the same for the consideration and purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jamee M. Morris
Title of Officer

My Commission Expires: _____
County of Residence: _____

Account # 8767393971

Drafted by: *FIRST INDIANA BANK,N.A.*
Address: *135 N. PENNSYLVANIA STREET*
City & State: *INDIANAPOLIS, IN. 46204*
PREPARED BY: CATHY GILL

X
When Recorded Return To:
First Indiana Bank,N.A.
P.O. Box 441159 GTC937
Indianapolis, IN 46244-1159

NOTARIAL SEAL IOWA
JAMEE M. MORRIS
Commission Number 221430
My Commission Expires
3-15-05

That part of Lot Three Hundred Nine (309), Manchester, Iowa, described as commencing at a point ninety one and one half (91 ½) feet West of the Northeast corner of said Lot Three Hundred Nine (309) according to plat recorded in plat Book 2, Page 79, of the records in the office of the Recorder of Delaware County, Iowa, and running thence West one hundred twenty one and eight-tenths (121.8) feet, thence South one hundred (100), feet, thence East to a point on the West line of said Lot One (1) of Subdivision of Lot Three Hundred Nine (309), thence Northeasterly along the Westerly line of said Lot One (1) of Subdivision of Lot Three Hundred Nine (309) to point of beginning; together with an easement for the purpose of installing and maintaining a sewer line to Howard Street under and across that part of said Lot 309 lying South on the above described premises and West of Lots 1 and 3 of said Lot 309 as shown on the above referred to plat subject to life interest of Allyn F. Carrothers and Jean I. Carrothers

which has the apparent address of . . . 615 E Union Street, Manchester IA 52057