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FILED NO. 003888  
BOOK 217 PAGE 47

2000 APR 17 PM 2:53

COMPUTER   
RECORDED   
COMPARED

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

TCF BANK ATTN:FILE REVIEW  
101 E 5TH ST SUITE 101  
ST PAUL, MN 55101  
651-228-8063

Prepared by:  
Return to:

**MORTGAGE**

025 - 301 - 0156232

This Mortgage, made and entered into this 12TH day of APRIL, 2000  
by and between

JEFFREY T GORHAM AND JULIE C GORHAM HUSBAND AND WIFE  
of MADISON County, Iowa, hereafter called "Mortgagors," and

TCF National Bank  
a national bank chartered under the laws of the United States, with principal offices at 801  
Marquette Ave., Minneapolis, County of Hennepin, Minnesota 55402, and maintaining a place of  
business at  
3508 MERLE HAY RD, DES MOINES, IA 50310

hereafter called "Mortgagee."

**WITNESSETH:**

That Mortgagors, for and in consideration of a loan made to them by Mortgagee and evidenced by a  
promissory note (Note), incorporated into this Mortgage by this reference, signed on the same date  
as this Mortgage and in the

- Amount of Note of \$51,272.00
- Actual Amount of Loan of \_\_\_\_\_, together with interest on  
unpaid balances of the Actual Amount of Loan from time to time outstanding at the Rate of  
Charge shown in the Note,

the Final Due Date being APRIL 20, 2005, and in order to secure the repayment of  
such loan in accordance with the terms of the Note, duly executed and delivered by Mortgagors, do  
hereby grant, bargain, sell, assign, transfer and convey unto Mortgagee, forever, the real property  
situate in MADISON County, Iowa, hereafter referred to as the  
"Property" and described, as follows:

LOT THIRTEEN (13) AND THE SOUTH 33 FEET OF LOT TWELVE (12) IN BLOCK TWO (2)  
OF JOHNSON'S ADDITION TO THE TOWN OF EARLHAM, MADISON COUNTY, IOWA.

111199  
MORTGAGE INFORMATION SERVICES, INC.  
11059 W. MAPLE ROAD, SUITE D  
OMAHA NEBRASKA 68164

RELEASED 09-06-02  
BOOK 2002 PAGE 4393

together with the rents, issues, use and profits of that Property, with all buildings and other  
improvements now or at any time hereafter erected on that Property and the crops raised thereon  
from the date hereof until the indebtedness secured hereby ("Indebtedness") shall have been paid in  
full.

If this box is checked, this Mortgage is subject to a prior mortgage dated \_\_\_\_\_,  
executed by Mortgagors \_\_\_\_\_  
as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount  
of \_\_\_\_\_. That prior mortgage was recorded on \_\_\_\_\_  
with the Recorder of \_\_\_\_\_ County, Iowa, in Book \_\_\_\_\_ of  
Mortgages and indexed in Mortgage Index \_\_\_\_\_, at page \_\_\_\_\_.

**TO HAVE AND TO HOLD** the same unto Mortgagee, its successors and assigns, forever.

Mortgagors hereby covenant and warrant for themselves, their successors and assigns, that (1) they  
are lawfully seized and possessed of the Property in fee simple and have good and lawful right and  
authority to sell, convey and mortgage the same; (2) the Property is free from all liens, claims,  
charges and encumbrances whatever, except as listed above; (3) they will **WARRANT AND  
FOREVER DEFEND** the title to the Property against the claims of all persons whomsoever; (4) there  
is, to the knowledge of Mortgagors, no litigation or governmental proceeding pending or threatened  
against Mortgagors which would materially or adversely affect Mortgagors in any way.

It is agreed that this instrument shall be void on the condition that Mortgagors shall keep and perform all covenants, conditions and terms of this Mortgage and pay or cause to be paid to Mortgagee the Indebtedness together with interest both before and after maturity according to the terms and conditions of the Note.

Mortgagors further covenant and agree as follows:

1. Mortgagors will promptly pay the Indebtedness at the times and in the manner provided in the Note.

2. Mortgagors will keep the buildings and improvements situated on the Property insured against fire and such other hazards, in such amount and with such carrier as Mortgagee shall approve, with loss payable to Mortgagee as its interest may appear.

**NOTICE:** Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

3. Mortgagors will pay promptly, before any penalty attaches, all current rents, taxes, assessments, water rates and other governmental or municipal charges, fines or impositions which may be levied on the property and Mortgagors will promptly deliver the official receipts for payment to Mortgagee.

4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of all or any part of the Property, and will maintain the Property in good and tenantable condition and repair.

5. Mortgagors will comply with all laws, ordinances, rules and regulations of any nation, state or municipality, and will neither use nor allow the Property to be used for any unlawful purpose. Mortgagee is given the right of entry on the Property at any reasonable time for the purpose of inspection.

6. Mortgagors shall keep the Property free from liens superior to the lien of this Mortgage, except as set forth hereafter, and Mortgagors agree to pay when due any indebtedness which may be secured by lien or charge on the Property superior to the lien of this Mortgage.

7. Mortgagors will promptly pay all costs, charges and expenses incurred by Mortgagee, including attorney's fees arising out of or in connection with any suit, proceeding or hearing, of whatever nature, in any way effecting or pertaining to this Mortgage, the Note or the Property.

8. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms presented by Mortgagee including, if required, an increase in the rate of interest payable under the Note.

9. If Mortgagors should fail to pay all taxes, charges or assessments before the same are in default, or fail promptly to effect and maintain all required insurance, or if Mortgagors should permit or commit waste, or permit the Property to be used for any unlawful purpose, or fail to make any payment or perform any act, covenant or agreement required of Mortgagors under the terms and conditions of this Mortgage or the Note, to such extent or in such form and manner that Mortgagee may deem appropriate and expedient, then Mortgagee, at its option, may (1) pay any such taxes, charges and assessments, (2) purchase insurance, (3) redeem from tax sale, (4) enjoin waste, the removal of improvements or the use of the Property for unlawful purposes, and (5) make needed or proper repairs or maintenance or make such other payments or perform such other acts with regard to the Property as are deemed necessary and appropriate by Mortgagee. All monies advanced by Mortgagee for any such payment or

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purpose, and all costs, charges and expenses of any kind paid or incurred in connection therewith, including attorney's fees and title expenses, shall bear interest at the Rate of Charge from the time of payment shall become a part of the Indebtedness secured by this Mortgage ratably and on a parity with all other Indebtedness secured by this Mortgage and shall attach a lien on the Property and be immediately due and payable without notice.

If Mortgagee purchases insurance on improvements to the Property as authorized herein, it shall have the right to select the agent. Mortgagee is not required to obtain the lowest cost insurance that might be available.

10. Mortgagees herein expressly covenant and agree to pay and keep current the monthly installments on any prior mortgage and to prevent any default thereunder. Mortgagees further agree that should any default be made in the payment of any installment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of Mortgagee and in accordance with the Note. Mortgagee, at its option, may pay the scheduled monthly installments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of the mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Rate of Charge until paid in full.

11. That if default shall be made in the payment of any installment of the Note, and, if the Note evidences a loan subject to the Iowa Consumer Credit Code, the default is not cured, or if there shall be a failure to comply with or perform any of the terms, conditions or covenants contained in this Mortgage, or in the Note, then the whole of the Indebtedness, including accrued interest, at the option of Mortgagee, shall become due and collectible at once by foreclosure or otherwise, without notice (notice hereby being expressly waived). In any such event, Mortgagees hereby authorize and fully empower Mortgagee to commence suit immediately for the collection of all or part of the Indebtedness for the foreclosure of this Mortgage, or to obtain any other proper remedy. Mortgagees agree to pay all costs, charges and expenses, including attorney's fees and title expenses, reasonably incurred by Mortgagee and because of Mortgagees failure to perform their duties and obligations under this Mortgage and the Note, or either of them. At any time after default either before or after the commencement of an action in foreclosure or during the period of redemption, the court having jurisdiction of the case, at the request of Mortgagee, shall appoint a receiver to take immediate possession of the Property, and all rents, issues, profits and income accruing from that Property. The receiver shall rent the Property as the receiver may deem best for the interest of all parties concerned, and the receiver shall be liable to account to Mortgagee only for the net proceeds after application of the rents, issues, profits and income upon the cost and expenses of receivership and foreclosure (including the payment of taxes and insurance premiums with respect to such Property) and the Indebtedness, charges and expenses secured by this Mortgage.

12. If one of the Mortgagees dies, the Indebtedness shall become immediately due and payable.

13. If this Mortgage covers less than 10 acres of land, and proceedings to foreclose this Mortgage are initiated in a legal action and sale of the Property by sheriff's sale in such foreclosure proceedings occurs, 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 Mortgagee, in the legal action, files an election to waive any deficiency judgment against Mortgagee, in the time of such foreclosure; and (3) Mortgagee files and election to waive any deficiency judgment against Mortgagee, or their successors in interest, or the owner shall have the exclusive right to redeem for the first 30 days after sale. Furthermore, the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Code shall be reduced to 40 days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagees shall be a presumption that the Property is not abandoned. Any such short redemptive period shall be consistent with all of the provisions of Chapter 628.

14. Time is of the essence of this Mortgage and of the Note. No waiver of any right or obligation under this Mortgage or of the obligation secured by this Mortgage shall at any time thereafter be held to be a waiver of the terms of this Mortgage or of the Note. The lien of this Mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the Indebtedness.

All terms, conditions, covenants, warranties and promises herein shall be binding upon the heirs, legal representatives, successors and assigns of Mortgagors, and shall inure to the benefit of Mortgagee, its successors and assigns.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be read in the singular.

IN WITNESS WHEREOF, Mortgagors have signed and sealed this Mortgage on the day and year first above appearing.

Witness [Signature] Jeffrey T. Gorham 4-12-00 (L.S.)  
JEFFREY T. GORHAM Mortgagor

Witness [Signature] (L.S.)  
JULIE C. GORHAM Mortgagor

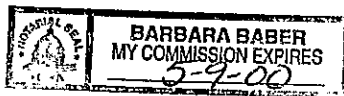
STATE OF IOWA )  
COUNTY OF MADISON )

ss.

On this 12<sup>th</sup> day of April, 2000 before me personally appeared Jeffrey T. & Julie C. Gorham, Husband and wife, to me known to be the person(s) herein described and who executed the foregoing instrument, and acknowledged that they executed the same as their own voluntary act and deed.

[Signature]  
Notary Public in and For \_\_\_\_\_ County, Iowa

My Commission Expires \_\_\_\_\_, 19\_\_\_\_



No. \_\_\_\_\_  
Mortgage \_\_\_\_\_  
to \_\_\_\_\_  
TCF Financial Services (a division of TCF National Bank)  
STATE OF IOWA \_\_\_\_\_ COUNTY \_\_\_\_\_  
Filing for recording on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M., recorded in Book \_\_\_\_\_ of Mortgages, on page \_\_\_\_\_ and indexed in Mortgage index, page \_\_\_\_\_  
Recorder \_\_\_\_\_  
Record and Return to: \_\_\_\_\_