PACESETTER CORPORATION	Document 2004 2318	
4405 SOUTH 96TH STREET	Book 2004 Page 2318 Type 04 01 Pages 2	
OMAHA NE 68127	Date 5/19/2004 Time 12:22 PM Rec Amt \$16.00	
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PREPARED BY: michael SCOTT	MICHELLE "MICKI" UTSLER, COUNTY RECORDER MADISON IOWA	
	COMPUTERV	
	RECORDED COMPARED	
Preparer Information The Pacesetter Corporation 9505 "I" Street		
Name Street Address	City, State, Zip Area Code - Phone	
14 25757U MODICACE		
10-253524 MORTGAGE		
I (we), the undersigned John E Chyslat C	Weaks	
(hereafter "Mortgagor" whether one or more) residing at 3329 Co How a fall Ave.		
, \		
below is \$1,000.00 or more, do hereby mortgage and warra	y, Iowa, if and only if the Amount Financed listed	
corporation, (hereafter "Mortgagee"), whose address is 4343	<u>•</u>	
successors and assigns, that property legally described as:	South Four Street, Children, Treetable Co. 2	
. 41 . 52 - 6		
the SE QUARTER, OF the NE Burn	or, the east 31 Acres of the SW	
Overtor of the NE auder, of the	SE QUANTER, All IN SOCTION 32,	
Fourship 74 Flance 29 west of the state of the		
Fourship 74, Flange 29, west of the 5th P.M., Except A tract		
described as Follows, Beginning AA A fourt 40 rods North OF the SE		
Corner of the NE overter of the SE Quarter of said Section thirty the		
Corner of the NE worter of the SE GONTAES . INTO SECTION IN June		
2 4h mine 1120st 33 rods And Ke Feet, Thence South 22 rods And 10 Feet		
hence SE go A Point of the 30 Wh line of said 40 Acretimet which		
wee SE AS A Yount of the south c		
16 rods wost of the SE Corner thero	F, Mence East 13 rods to the SE	
Wer of 34id NE Quarter, of the SE Que We Or Beginning together with Amy easo herto.	when there North 40 rods 40 year	
100 NE Browning trooplier suith And pash	mosts Auc Servient estates allerdans	
had -	on the state of	
(hereafter the "premises") to secure payment of a certain Insta	allment Sales Contract and Security Agreement	
Number 83778 , dated 3-3/	, 20 04, having an Amount	
Financed of \$		
and a final maturity on or about 04-14		

MORTGAGE

Mortgagor waives and relinquishes any homestead exemption for the premises.

Dated this 31 day of march . 20 04.

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.

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.

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.

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	MORTGAGOR JOHN L WEEKS PRINTED NAME OCH LINES MORTGAGOR CRYSTAL WEEKS PRINTED NAME CRYSTAL WEEKS PRINTED NAME CRYSTAL WEEKS PRINTED NAME OCH CRYSTAL WEEKS PRINTED NAME OCH CRYSTAL WEEKS DATE PRINTED NAME OCH CRYSTAL WEEKS DATE
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 Co-Buyer	State of Iowa County of
MICHAEL A SCOTT Commission Member 727322 COMMISSION MEMBER 72732 COMMISSION MEMBER 727322 COMMISSION MEMBER 727322 COMMIS	Print Name Notary Public in and for the State of Iowa