

002404 FILED NO .. BOOK **2001**

OI JUN 11 PM 12: 1 (12:10 PM) MICKI UTSLER RECORDER MADISON COUNTY, 10WA

√Return to: Des Moines Mercy Credit Union 1063 5th Ave

Recorder's rec

Prepared by: Charlotte Hammond (515) 247-3096

Des Moines, IA 50314 ·

IOWA REAL ESTATE MORTGAGE

THIS INDENTURE MADE on the 4th day of June 2001	_, A.D. 199, between
Dr. Loren Olson	
and State of Iowa, of the second part, WITNESSETH:	it Union of Polk County
That the said part y of the first part, for the consideration of Twenty thousand seven hundred eighty-four & no/100	DOLLARS.
the receipt whereof is hereby acknowledged does by these presents GRANT, BARGA unto the said parties of the second part, their successors and assigns forever, the following descard being situated in the county of Madison	IN CELL and CONVEY
The Southwest Quarter (1/4) of Section Four (4), and West Half (1/2) of the Northwest Quarter (1/4) of Sect (9), all in Township Seventy-four (74) North, Range Tw	the

And, also, the rents, issues, use and profits of said land and the crops raised thereon from now until the debt secured thereby shall be paid in full. TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging and

also said rents, issues, use and profits of said land, and the crops raised thereon, unto the said party of the second

to Road Deed in Book 41, Page 85 of the Madison County

part and to their successors and assigns forever, the said party of the first part hereby covenanting that the above described premises and also rents, issues, use and profits of said land, and the crops thereon, are free from any encumbrances, and mortgages will WARRANT AND DEFEND the title unto the said parties of the second part, their successors and assigns, against all persons whomsoever lawfully claiming the same, provided, always, and these presents are upon this express condition that if the said mortgagors, their heirs, executors or administrators, shall pay or cause to be paid to the said Des Moines Mercy Credit Union successors or assigns, the sum of Twenty thousand seven hundred eighty-four & no/100 DOLLARS on the 4th day of June 2001 with intelest thereon according to the tenor and effect of the dated promissory note, of the said mortgagors payable 28,267.30 , bearing the date 17 June 2009 , then these presents to be void. otherwise to remain in full force. AND IT IS ALSO AGREED that in case of default in any respect, the mortgagee____ _ either before or on the commencement of an action to foreclose this mortgage or at any time thereafter, shall be entitled to the appointment of a receiver, who shall have the power to take and hold possession of the said premises and said crops, and to rent said premises, collect the rents and profits therefrom, for the benefit of said mortgagee____, and such right shall in no event be barred, forfeited or retarded by reason of judgment, decree or sale in such foreclosure, and the right to have such receiver appointed, upon application of the mortgagee_____, shall exist regardless of the fact of the solvency or insolvency of the debtor_ or mortgagor___, and regardless of the value of the said mortgaged premises, or waste, loss and destruction of the rents and profits of said mortgaged premises, and regardless of the fact that said mortgaged premises may be a homestead of said debtor____ or mortgagor___, during the statutory period of redemption; and it is further agreed, if default shall be made in the payment of said sums of money, or any part thereof, principal or interest, or if the taxes assessed on the above described real estate shall remain unpaid for the space of three months after the same becomes delinquent, then the whole indebtedness shall become due, and the parties of the second part, their successors or assigns, may proceed by foreclosure, or in any other lawful modes, to make the amount of said notes, together with all interest and costs, and all taxes and assessments accrued on said real estate, together

with a reasonable fee for plaintiff's attorney, out of the aforesaid real estate.

It is also further agreed that the part Y of the insured in a reliable company to be selected by particularly in a reliable company to be selected by the reliable company to be selected by	e first part, shall keep the improvements on said described premises
nado, in the sum of Twenty thousand sev	ven hundred eighty four by tire, wind, lightening and tor
). Said holicy or policies to	he manuful a sale of the sale
insurance policies to be paid for by said part y of	the first part.
above-described premises, and waives any rights o	all rights of dower, homestead and distributive share in an to the
at all union of the property of the control of the	t manimus and a second a second and a second a second and
this property with respect to claims based upon	many cases protected from the claims of creditors and his contract, I voluntarily give up my right to this protection for this contract
, and the comme during appear appear	ans contract
	Junt Ill _ tim
	Dr. Loren Olson
gagor. MORTGAGOR(S) ACKNOWLEDGE(S) RECI Recorded and indexed both as a real estate and	een signed and delivered by the persons denoted herein as mort- EIPT OF A COPY OF THIS MORTGAGE. d chattel mortgage.
STATE OF IOWA,	
PolkCOUNTY.}	
•	
NOW, on this 4th day of June 200	1, A.D. 199, before me
Charlotte Hammond	
and forPolk	, a notary public in
Dr. Loren Olson	County, State of Iowa personally came
	to me personally know to
rantor and severally acknowledged the	
leed for the purposes therein expressed.	e execution of the same to be a voluntary act and
Des Moines, IA	to set my hand and affixed my official seal at on the day and date last above written.
•	en de la companya de La companya de la co
	Charlotto Hammand
	Notary Public in and for POIK
	County, Iowa
	· · · · · · · · · · · · · · · · · · ·

