

REC \$ 10<sup>00</sup>  
AUD \$ \_\_\_\_\_  
T.M.F. \$ 1<sup>00</sup>

FILED NO. 3836  
BOOK 207 PAGE 98  
99 MAR 22 PM 3: 29  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

COMPUTER   
RECORDED   
COMPARED

### IOWA REAL ESTATE MORTGAGE

THIS INDENTURE MADE on the 3 day of March, A.D. 1999, between  
Craig & Marilyn Newton of

Madison County and State of Iowa, of the first part and Des Moines Mercy Credit Union of Polk County and State of Iowa, of the second part, WITNESSETH:

That the said parties of the first part, for the consideration of  
Fifteen Thousand Five Hundred Ninety Nine & 50/100 DOLLARS,

the receipt whereof is hereby acknowledged do es by these presents GRANT, BARGAIN, SELL and CONVEY unto the said parties of the second part, their successors and assigns forever, the following described real estate lying and being situated in the county of Madison and State of Iowa, to-wit:

A tract of land commencing at a point 1099.9 feet West of the North Quarter (1/4) corner of section Nineteen (19), in Township SEventy-Seven (77) North, Range Twenty-Seven (27) West of the 5th P.M., Madison County, Iowa, thence South 0°25' West 935.5 feet, thence East 47.7 feet, thence South 0°15' East 344.7 feet, thence West 250.6 feet to a point on the West line of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of said section Nineteen (19), thence North 0°15' West 1280.2 feet along said West line to the North Line of said section, thence East 213.8 feet to the point of beginning, containing 6.4577 acres including 0.1688 acres of county road right of way.

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 part and to their successors and assigns forever, the said parties 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 Fifteen Thousand and Five Hundred Ninety Nine & 50/100 DOLLARS on the 3 day of March, 1999.

with interest thereon according to the tenor and effect of the dated promissory note, of the said mortgagors payable 19144.36, bearing the date, 25 Feb 2004, 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 s, 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 s, 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 s, shall exist regardless of the fact of the solvency or insolvency of the debtor s or mortgagor s, 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 s or mortgagor s, 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.

Please return form to:  
DES MOINES MERCY CREDIT UNION, 1053 5th Ave., Des Moines, IA 50314  
Phone: (515) 247-3096

1016-012-W-25-81x14 3056

1016012-W-25-8XX14 396

It is also further agreed that the part~~es~~ of the first part, shall keep the improvements on said described premises insured in a reliable company to be selected by parties of the second part, against loss by fire, wind, lightning and tornado, in the sum of Fifteen Thousand Five Hundred Ninety Nine & 50/100 DOLLARS (\$15599.50), said policy, or policies, to be payable to the parties of the second part, the premium for said insurance policies to be paid for by said part~~es~~ of the first part.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in an to the above-described premises, and waives any rights of exemption, as to any of said property.

I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract.

Craig Newton  
 Craig Newton

Marilyn Newton  
 Marilyn Newton

IN WITNESS WHEREOF this instrument has been signed and delivered by the persons denoted herein as mortgagor, MORTGAGOR(S) ACKNOWLEDGE(S) RECEIPT OF A COPY OF THIS MORTGAGE.  
 Recorded and indexed both as a real estate and chattel mortgage.

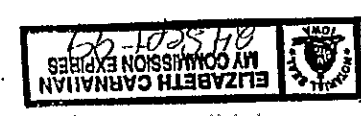
STATE OF IOWA,

Polk COUNTY,

NOW, on this 3 day of March, A.D. 1999, before me

Elizabeth Carnahan, a notary public in Polk County, State of Iowa personally came and for Craig & Marilyn Newton, to me personally know to be the identical persons whose names are affixed to the above instrument as grantors, and severally acknowledged the execution of the same to be a voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Des Moines, Iowa on the day and date last above written.



Elizabeth Carnahan  
 Notary Public in and for Polk County, Iowa