MICHELLE UTSLER 99 APR 20 PH 12: 03 800K 207 PAGE 813 FILED NO. 4232

MADISON COUNTY, IOWA

COMPARED **весоврер** COMBUTER

. FORM 5014 (12-98)

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Carolyn Gray (712)623-5181

REAL ESTATE MORTGAGE

For the State of lowa

HOMESTEAD EXEMPTION WAIVER esonevbA bas enotiselildO srutu7 bas tasser9 sruce2 oT ba3-asqO

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

P021/4 moremos

Virgin Credit Services, P.O. Box 79 Red Oak, IA 51566-0000

Date: April 15, 1999

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ERIC RASMUSSEN, A/K/A Eric E Rasmussen and DEANN RASMUSSEN, A/K/A DEANN P RASMUSSEN, Mortgagor(s):

husband and wife husband and wife and wife shall HOHBACH, alkla KERRY HOHBACH, alkla KERRY HOHBACH, alkla KERRY HOHBACH, alkla wife

CABLE WI 54821-9766 872 XOB I AA :sseybbA gnilisM

The above named Mortgagor(s) in consideration of the advance by Mortgagee of the principal sum specified below, the receipt of which is hereby sell, convey, and mortgage to Farm Credit Strowledged, and any future, additional or protective advances made at Mortgagee, its successors and assigns, from the date hereof until all Services of America, FLCA, 206 S 19th Street, Omaha, NE 68102-1745, Mortgagee, its successors and assigns, from the date hereof until all obligations secured hereby are paid in full, the following-described real estate in Madison County(les), lows, to wit:

MCH

Beginning at the SW corner of SE 1/4 SE 1/4 of said Sec. 29, thence along the W line 1/4 Sec. 29, Twp. 74N, Rge. 28W, 5th P.M., more particularly described as follows: including 0.596 acres of county road R.O.A. And a tract of land in the SE 1/4 SE degrees 00' 00" W 786.14 ft to the P.O.B., said parcel containing 5.500 acres, 10' 42" E 303.44 ft to the S line of said Sec. 29; thence along said S line N 90 10' 42" W 306.11 ft; thence S 89 degrees 48' 19" E 786.15 ft; thence S 00 degrees 28W 5th P.M., running thence along the W line of the SE 1/4 SE 1/4 Morth 00 degrees of land beginning at the SW corner of the SE 1/4 SE 1/4 of Sec. 29, Twp.74N, Rge. E 1/2 SE 1/4 & SE 1/4 NE 1/4 Sec. 29, Twp. 74N, Rge. 28 W 5th P.M., EXCEPT a parcel

E 231,44 ft; of said SE 1/4 SE 1/4 N 00 degrees 10' 42" W 306.11 it; thence S 89 degrees 48' 19"

along said S line, N 90 degrees 00' 00" W 231.44 ft to the P.O.B. Said tract of land thence S 00 degrees 10' 42" E 305.33 ft to the S line of said SE 1/4 SE 1/4; thence

CUTCHDAY COOK CHOOLE together with all Mortgagor's right, title, and interest in the property, now or hereafter acquired, including: all buildings, fixtures, crops, and improvements now on or hereafter placed upon the property; all appurtenances, water, irrigation, and drainage rights; all rents, issues, uses, income, profits, and rights to possession; all oil, gas, gravel, rock, or other minerals of whatever nature, including geothermal resources; all personne and property that may integrally belong to or hereafter become an integral part of the real sate whether attached or detached, including any appurtenances and accountements of any structure or residence secured hereby; essements and other rights and interests now or at any time hereafter belonging to a property, whether or not specifically described herein; all above and below ground irrigation equipment and accessories; and all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to the property, now or hereafter issued, extended, or encessories; and all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to the property, now or hereafter issued, extended, or tenewed by Mortgagor(s), any State, the United States, or any department, bureau, instrumentality, or agency thereof. The foregoing is collectively renewed by Mortgagor(s), any State, the United States, or any department, bureau, instrumentality, or agency thereof. The foregoing is collectively renewed by Mortgagor(s), any State, the United States, or any department, bureau, instrumentality, or agency thereof.

It is understood and agreed between Mortgagor(s) and Mortgagee that this mortgage is given to secure: (a) Promissoy, note(s) described as follows:

contains 1.624 acres, including 0.175 acres of County road R.O.W.

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payable according to the terms of the note(s) and any addenda to, reamortization or restructuring of the note(s).

(b) The repayment in full of any and all future and additional loans or advances which may be made by Mortgagee, at its option, at the request of, and to or for the account of Mortgagor(s), or any of them, for any purpose, plus interest on all loans or advances, under any note(s) or other instrument(s) modifying, refinancing, extending, renewing, reamortizing, or restructuring, new, existing, or additional indebtedness or any part thereof, all payable according to the terms of the note(s) or other instrument(s); provided, however, that the total principal indebtedness outstanding and secured hereby at any one time will not exceed the sum of THREE HUNDRED ELEVEN THOUSAND DOLLARS (\$ 311,000.00), exclusive of interest and protective advances authorized herein or in the loan agreement(s); provided further, that THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE FURTHER OR ADDITIONAL ADVANCES IN ANY AMOUNT AT ANY TIME, WHETHER OR NOT THE TOTAL PRINCIPAL INDEPTENDISS AROVE HAS BEEN ADVANCED. INDEBTEDNESS ABOVE HAS BEEN ADVANCED.

(c) The repayment in full of all amounts advanced by Mortgagee at its option, as protective advances authorized herein, in the loan agreement(s), or in other instrument(s) which evidence such advances, plus interest on all such advances, payable as provided in the note(s), loan agreement(s),

or other instrument(s).
(d) The payment in full of any and all other past, present, or future, direct or contingent, debts and liabilities of Mortgagor(s) or other makers to Mortgagee of any nature whatsoever

*NOTICE: This mortgage secures credit in the amount of \$ 311,000.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

This mortgage will be due March 01, 2019, or upon the payment in full of all sums secured hereby.

Mortgagor(s) hereby warrants that Mortgagor(s) holds fee simple title to the above described property, that Mortgagor(s) has good and lawful authority to mortgage the same, that the property is free and clear of all liens and encumbrances, except encumbrances of record, and that Mortgagor(s) will warrant and defend the property at Mortgagor's expense against all claimants whomsoever. Mortgagor(s) also hereby waives and relinquishes all rights of dower, homestead, distributive share, and exemption in and to the above described property

Mortgagor(s) and each of them further covenant and agree with Mortgagee as follows:

1. To pay all liens, judgments, or other assessments against the property, and to pay when due all assessments, taxes, rents, fees, or charges upon the property or under any lease, permit, license, or privilege assigned to Mortgagee as additional security to this mortgage, including those in or on

public domain.

2. To insure and keep insured buildings and other improvements, including fixtures and attachments now on or hereafter placed on the property to the satisfaction of Mortgagee. Such insurance will be approved by and deposited with Mortgagee, and endorsed with a mortgage clause with loss payable to Mortgagee. Any sums so received by Mortgagee may be applied in payment of any indebtedness matured or unmatured secured by this mortgage, or at the option of Mortgagee may be used to pay for reconstruction of the destroyed improvements.

3. To keep all buildings, fixtures, attachments, and other improvements now on or hereafter placed on the property occupied and in good repair, maintenance, and condition and to neither commit nor permit any acts of waste or any impairment of the value of the property. Mortgagee may enter upon the property to inspect the same or to perform any acts authorized herein or in the loan agreement(s).

4. In the event Mortgagor(s) fails to pay any liens, judgments, assessments, taxes, rents, fees, or charges or maintain any insurance on the property, buildings, fixtures, attachments, or improvements as provided herein or in the loan agreement(s), Mortgagee, at its option, may make such payments or provide insurance, maintenance, or repairs and any amounts paid therefor will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) from the date of payment until paid. The advancement by Mortgagee of any such amounts will in no manner limit the right of Mortgagee to declare Mortgagor(s) in default or exercise any of Mortgagee's other rights and remedies.

this mortgage of any such and the manifest and the right of Mortgages to declare Mortgage, including any action by Mortgages to enforce this mortgage or any suit in which Mortgages is named a defendant (including condemnation and bankruptcy proceedings) Mortgages may incur expenses and advance payments for abstract fees, attorneys fees (to the extent allowed by law), costs, expenses, appraisal fees, and other charges and any amounts so advanced will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest

and any amounts so advanced will become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest at the default rate provided in the note(s) from the date of advance until paid.

6. Any awards made to Mortgagor(s) or their successors by the exercise of eminent domain are hereby assigned to Mortgagee; and Mortgagee is hereby authorized to collect and apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

7. In the event of default in the payment when due of any sums secured hereby (principal, interest, advancements, or protective advances), or failure to perform or observe any covenants and conditions contained herein, in the note(s), loan agreement(s), or other instrument(s), or any proceeding is brought under any Bankruptcy laws, Mortgagee, at its option, may declare the entire indebtedness secured hereby to be immediately due and payable and the whole will bear interest at the default rate as provided in the note(s) and Mortgagee may immediately foreclose this mortgage or pursue any other remedy at law or equity, including foreclosure by advertisement with a power of sale in Mortgagee to the extent provided by applicable law. Delay by Mortgagee in exercising its rights upon default will not be construed as a waiver thereof and any act of Mortgagee waiving any specific default will not be construed as a waiver default. If the proceeds under such sale or foreclosure are insufficient to pay the total indebtedness secured hereby, Mortgagor(s) does hereby agree to be personally bound to pay the unpaid balance, and Mortgagee will be entitled to a deficiency judgment. entitled to a deficiency judgment.

the total indebtedness secured hereby, Mortgagor(s) does hereby agree to be personally bound to pay the unpaid balance, and Mortgagoe will be entitled to a deficiency judgment.

8. Upon default, Mortgagee will at once become entitled to exclusive possession, use, and enjoyment of the property and to all rents, issues, crops, profits, and income thereof, from the time of such default and during the pendency of foreclosure proceedings and the period of redemption, the delivery of which may be enforced by Mortgagee by any appropriate suit, action, or proceeding. Mortgagee will be entitled to a Receiver for the property and all rents, issues, crops, profits, and income thereof, without regard to the value of the property, or the sufficiency thereof to discharge the mortgage debt and the foreclosure costs, fees, and expenses. Such Receiver will apply all rents, issues, crops, profits, and income of the property to the mortgage debt and the foreclosure costs, fees, and expenses. Such Receiver will apply all rents, issues, crops, profits, and income of the property to seep the same in good repair and condition, pay all taxes, rents, fees, charges, and assessments, pay insurance premlums necessary to keep the property insured, pay the expense of the receivership and attorney fees incurred by the Receiver, and apply the net proceeds to the payment of the indebtedness secured hereby. Such Receiver will have all the other usual powers of receivers authorized by law and as the court may direct.

9. The integrity and responsibility of the Mortgagor(s) constitutes a part of the consideration for the obligations secured hereby. Should Mortgagor(s) sell, transfer, or convey the property described herein without projective for Mortgagoe at its option, may declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default.

10. Assignment of Rents including Proceeds of Mineral Leases. Mortgagor(s) hereby assigns, transfers, and conveys to Mortgage all rents, royal

END Rasmussen	De ann Ramussen
Klvin D. Hohbach	Kenry House
IN	DIVIDUAL BORROWER ACKNOWLEDGMENT
COUNTY OF Joy lur ss On this Lo day of April	, 1999, before me, a Notary Public, personally appeared
Eric Kainucien, Letten Rafm	unen, revin D. Bolhach
to me known to be the person(s) named in and who	executed the foregoing instrument, and acknowledged that They executed the same as
	10000

Ap #: 00162140; Primary Customer ID #: 00004705; CIF #: 77108

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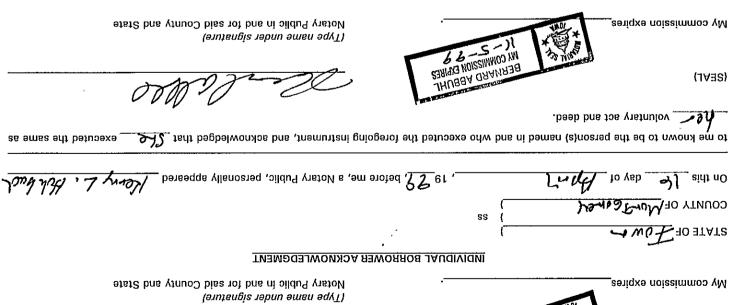
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SANYOO NON BORNES

JHUBBA QRANRAB BERNARDA INTERNATION INTERNATION

(SEAL)