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FILED NO. **463**

BOOK 190 PAGE 582

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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC \$ 10.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

RELEASED 8-19-99 SEE

RECORD 211 PAGE 439

### IOWA REAL ESTATE MORTGAGE

THIS INDENTURE MADE on the 22 day of July, A.D. 1997, between Barbara D & Bruce E Flickinger 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 Six Thousand One Hundred Ninety Three & no DOLLARS, the receipt whereof is hereby acknowledged does \_\_\_\_\_ 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:

The South 1/2 of Lots 3 and 4 in Block 1 of Clantons Addition of 1888 to the Town of St. Charles, Madison Co., Iowa.

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 \_\_\_\_\_

Six Thousand One Hundred Ninety Three DOLLARS on the 22 day of July, 1997, with interest thereon according to the tenor and effect of the dated promissory note, of the said mortgagors payable 7266.77, bearing the date, 28 July 2001, 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.

1016-012-W-23-93x14 396

Please return form to:

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

It is also further agreed that the parties 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 Six Thousand One Hundred Ninety Three & no cents DOLLARS (\$ 6193.00), 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 parties of the first part.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and 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.

Barbara D Flickinger  
Barbara D Flickinger

Bruce E Flickinger  
Bruce E Flickinger

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,  
Folk COUNTY.

NOW, on this 22 day of July, A.D. 1997, before me  
Elizabeth Carnahan, a notary public in  
and for Folk County, State of Iowa personally came  
Bruce & Barbara Flickinger, to me personally know to  
be the identical person S whose name S affixed to the above instrument as  
grantor S, 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 Folk  
County, Iowa

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