FOR RELEASE OF ANNEXED MOHILE SEOFANNE DE PAGE 274 RECURD 147

MORTGAGE OPEN-END

MORTGAGERE	(To Secure Pre	esent and Future Obli	gations and Advances)		
THIS MORTGAGE, made this					
Cathy G. Crippe	en			("Mortgagor	"), of the County
of MAdd ison and having its principal place of business in the					
For valuable consideration, receipt of consideration of such additional loans or ad Mortgagor to Mortgagee whether absolute of the consideration of the cons	tvances as may n	now exist or may hereafter	be made by Mortgagee to M	fortgagor, and all other futi	ure obligations of
following described real estate situated in t			•		
Lot Seven (7),	in Block	28, Original To	e South half of own of Winterset	the East 38 fe , Madison Coun	et of ty, Iowa.
Locally known a			3		
together with all buildings, improvements, a may hereafter belong to or be used with se heating, air conditioning, lighting, plumbing doors, and all other fixtures (the "Mortgaged as provided by the Uniform Commercial C	aid real estate or b 3. ventilating, sprin 1 Premises"). As to	buildings thereon and whe inkling, irrigating, water and	ther attached or detached, ald power systems, appliances	il elevators, all gas, steam s, fixtures, storm and scre	, electric or other en windows and
Mortgagor represents and warrants convey and mortgage the same; that the M specifically mentioned: that Mortgagee, its sidefend the title to the same for the benefit	ortgaged Premises successors and as	es are free from all liens, ch ssigns shall quietly enjoy ar	arges, encumbrances, easem nd possess the Mortgaged Pro	nents and restrictions what emises; and that Mortgago	soever not herein
PROVIDED, ALWAYS, and th			• •	·	
successors or assigns, shall pay or cause Ninety Two and 44/10	to be paid to Mor	rtgagee. its successors or	assigns the sum of Nin	eteen Thousand	Five Hundre
Dollars (\$\pm\$19_592_44) on or before promissory note of Mortgagor, payable to Nother sums becoming due to Mortgagee a and agreements to be performed and kept I whether by acceleration or otherwise, all of any purpose whatsoever, whether evidence delivered by Mortgagor to Mortgagee at an are and shall be secured hereby, then in complete written release of this Mortgage Mortgagee has no obligation to, and evidenced by the Note. All such loans or a were made on the date hereof.	the 15 day of Mortgagee, and be as provided herein, by Mortgagor as piher existing loans ed by any loan aginy time after the dasuch event Mortgag d has not committed.	of <u>December</u> earing even date herewith a n, and shall as well fully and provided herein, and shall p and obligations and all oth greement, security agreeme ate hereof and prior to the tigagee will, upon receipt c ge will then be void. Other ted to, but may at its option	19 96 with intenand all extensions and renewad in all respects perform and vay or cause to be paid to Mort er and additional loans or advent. guaranty, promissory note written release and discharge of written demand from Mort wise this Mortgage shall remand, lend or advance to Mortgage	est according to the tenor als thereof (the "Note") and keep all covenants, condit gagee, its successors or a rances made by Mortgage e or otherwise now existing of this Mortgage by Mortg gagor, execute and delive pain in full force and effect gor any amount over and a	and effect of the d shall fully pay all tions, stipulations, ssigns when due, e to Mortgagor tor g or executed and lagee, all of which or to Mortgagor a bove that amount
The debt evidenced by the Note, to described obligations of Mortgagor to Mor				ortgagee to Mortgagor and	d all other above-
This Mortgage shall not, in any eve outstanding, but shall remain in full force	nt, be automatical	ally released or discharged	by the payment and satisfact	ion of all or any part of the	Debt at any time
			AND AGREES AS FOLLOW	rs:	
 Mortgagor shall pay the Debt a Until the Debt and all other sum 		.		Securiose incured excises b	nee or domage by
fire, windstorm and such other hazards as a insurance companies approved by Mortga form acceptable to Mortgagee and shall ne such policies on or before the date such conferred on Mortgagee to settle or compre to assign all such policies to any endorse execution sale. In the event of loss, any inst the damaged buildings or improvements as to and held by Mortgagee. Upon forecloss, abstracts and title evidence shall become	may be required by gee. Such policies of be cancellable to premiums become omise claims unde se of the Note or of surance money pa s Mortgagee may ure of this Mortgager	by Mortgagee, by policies of as shall be payable to Mor without at least twenty (20 the due and shall forthwith er all such policies, to dem, other evidence of the Det aid shall be applied either or elect. Certificates or polici ge or other acquisition of the policy of the same of the policy of the same of the policy of the policy of the policy of the policy of the policy of the policy of policy of policy of policy of policy of policy of policy of policy pol	If insurance in form and amou (gagee or have attached ther by days written notice to Mortg furnish to Mortgagee eviden and, receive and receipt for all of or to the purchaser of the on the Debt or other sums pa- es of insurance, and abstract	ints satisfactory to Mortgaç refo loss payable clauses aggee: Mortgagor shall par ice of such payments. Full Il monies becoming payabl Mortgaged Premises at a yable hereunder or in rebu is and other title evidence,	gee and written by in favor of, and in y all premiums on I power is hereby le thereunder, and any foreclosure or isliding or restoring shall be delivered
 In the event at any time during the power of eminent domain, all compen 					roceedings under
 Mortgagor shall pay, when due Mortgagee's interest therein, and any clair required payments would become delinque 	n, lien or encumbr	rance against the Mortgag	ed Premises and shall furnish	h to Mortgagee, prior to the	e date when such
If now or hereafter demanded Mortgagee shall estimate to be required a insurance policies covering the Mortgageo	innually, for the pu				
6. Upon failure of Mortgagor to many, at its option, procure such insurance, receipts, and Mortgagor shall upon deman from the date the same were paid at a rate Debt, but not in excess of the maximum large security in like manner and effect as for redeem the Mortgaged Premises from tax premiums, be conclusive evidence of the abe conclusive evidence of the amount and	pay such taxes an d pay to Mortgage equal to two perconful rate in effect a or payment of the x sale, the receipt amount and the fai	nd assessments, redeem the ee all sums which it may ha cent (2%) per annum above at the time such sums were Debt. In the event Mortig to an official of the insurant of payment thereof, and	ne Mortgaged Premises from ive so paid or become obligate e the original interest rate pro- e paid. For payment of such s jagee elects to advance insu- ance company by which such	any tax sale and procure s ed for, together with interes vided for in the Note or oth sums and interest, this Mo grance premiums, taxes or h insurance is written shal	euch certificates or at on all such sums er evidence of the rtgage shall stand r assessments, or II, as to insurance
7. Mortgagor agrees to pay to Moreasonable attorney fees (except that attor Credit Code) which Mortgagee may expen priority; or in defending against liens, claim in payment, settlement, discharge or releasuperior to the lien of this Mortgage; or for or to forectose this Mortgage or to recover date the same were paid, by Mortgagee at of the maximum lawful rate in effect at the land effect as for payment of the Debt.	mey fees shall not not or become oblig is, rights, estates, e ise of any asserter an abstract or an e all or any part of the I a rate equal to two	It be collected in connection gated for in any proceeding easements, or restrictions; dd lien, claim, right, estate, ex extension of abstract of title the Debt. Mortgagor shall p wo percent (2%) per annum	n with any Consumer Credit Ti sys, legal or otherwise, to estab claimed by any person or pers asement or restriction when c e covering the Mortgaged Pre ayy all costs and expenses tog n above the original interest ra	fransaction as defined in the olish or sustain the lien of the sons asserting priority over counsel advises Mortgager mises. In connection with a gether with interest on all su ale provided for in the Note,	e lowa Consumer nis Mortgage or its this Mortgage; or e that the same is any suit to enforce uch sums from the but not in excess urity in like manner

STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 1311 Filed for Record this 2nd day of January 1987 at 10:49 AM

Book 147 Page 196 Recording Fee 15.00 Mary E. Welty, Recording Fee

- 8. If default is made in payment at the time and in the manner provided by the Note or by any other evidence of the Debt or payment of interest thereon, or if default is made in payment of any other sums hereby secured: or if waste shall be suffered or committed on the Mortgaged Premises: or if any mechanics or other liens arising either by contract or law, which might be prior to the lien of this Mortgage, be created upon all or any part of the Mortgaged Premises for twenty (20) days without the same being paid or released and discharged: or in the event there shall exist upon the Mortgaged Premises any claim, lien, encumbrance, easement or restriction not herein specifically mentioned prior to this Mortgage; or upon default in full performance of any of Mortgagor's obligations, covenants, or agreements hereunder; OR IF THE MORTGAGOR SHALL CONVEY THE MORTGAGED PREMISES OR ANY PART THEREOF OR IF THE THERETO SHALL BECOME VESTED IN ANY PERSON OR PERSONS OTHER THAN MORTGAGOR IN ANY MANNER WHATSOEVER, then and in any such event the entire Debt with all interest thereon and all other amounts hereby secured shall, at the option of Mortgagee be and become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure of or other proceeding upon this Mortgage or by any other proper legal or equitable procedure without declaration of such option and without notice.
- 9. If this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and the sale of the Mortgaged Premises by sheriff's sale in such foreclosure proceedings, the time of one (1) year for redemption from said sale provided by the statutes of the State of lows shall be reduced to six (6) months provided Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor which may arise out of the foreclosure proceedings. The period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (a) The Mortgaged Premises are less than ten (10) acres in size: (b) the Court finds affirmatively that said Mortgaged Premises have been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (c) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor or its successors in interest in such action.
- 10. Neither failure of Mortgagee to exercise any option to declare maturity of all or any part of the Debt or any other sums hereby secured under any of the foregoing covenants or stipulations, or procurement of insurance or payment of taxes as hereinbefore provided, shall be taken or deemed a waiver of right to exercise such option or declare such maturity as to any other part of the Debt or any part or any subsequent violation of any of said covenants or stipulations.
- 11. Upon maturity of the Debt whether by acceleration or otherwise, Mortgagee shall have the right to forthwith enter into and upon the Mortgaged Premises and take possession thereof or to appoint an agent for collection of the rents, issues and profits thereof. The net income from such rents, issues and profits, after allowing a reasonable fee for the collection thereof and management of the Mortgaged Premises, may be applied toward payment of taxes, assessments, insurance premiums and other debts and charges against the Mortgaged Premises, or in reduction of the Debt or other sums hereby secured, in such manner and proportion as Mortgagee may elect. Such rents, issues and profits are hereby specifically pledged and assigned to Mortgagee to secure payment of the Debt and all other sums hereby secured.
- 12. If at any time, in the opinion of Mortgagee, a receivership may be necessary to protect the lien of this Mortgage against the Mortgaged Premises or the rents, issues, and profits as herein provided, whether before or after maturity of the Debt or at the time of or after institution of suit to collect the Debt or to enforce or foreclose this Mortgage, Mortgagee shall, regardless of the value of the Mortgaged Premises as security for the Debt or of the solvency or insolvency of any party bound for the payment of the Debt, have the right to the appointment, by any Court having jurisdiction, of a receiver who shall, under the direction of the Court of appointment, take possession of, and manage control of the Mortgaged Premises, as authorized and directed by the Court, and who shall collect the rents, issues and profits of the Mortgaged Premises, and, after payment of the expenses of the receivership and management of the Mortgaged Premises, apply the same toward payment of taxes, assessments, insurance premiums and other debts and charges against the Mortgaged Premises or in reduction of the Debt. Said receivership shall at the option of Mortgagee continue until full payment of the Debt or until title to the Mortgaged Premises shall have passed upon sale under foreclosure of this Mortgage, including any period allowed for redemption.
- 13. The several rights, powers, options, elections, appointments, and remedies in this Mortgage contained, provided, declared or authorized shall be construed and deemed as cumulative, and no one or more of them as exclusive of the other or any of the others or of any rights or remedies which are now or may be hereafter allowed by law. The granting of an extension or extensions of time for payment of the Note or other evidence of the Debt either to the maker or to any other person, or taking of other or additional security for payment thereof, or waiver of or failure to exercise any right to acceleration of the Debt under any covenant or stipulation herein contained shall not in anyway affect this Mortgage or or the rights of Mortgagee hereunder nor operate as a release of any personal liability upon the Note or other evidence of the Debt nor operate as a release of any covenant or stipulation herein contained.
- 14. Mortgagor hereby waives and relinquishes all statutory and common law rights of dower, and distributive share in and to the Mortgaged Premises and Mortgagor hereby waives and relinquishes all statutory and common law rights of exemption as to the Mortgaged Premises.
- 15. Any provision of this Mortgage to the contrary notwithstanding, this Mortgage shall not be deemed to cover any Consumer Credit Transaction as defined in the lowa Consumer Credit Code or any transaction subject to disclosure or rescission notice requirements under Regulation Z promulgated by the Federal Reserve Board unless provided herein or in the document evidencing, or a disclosure statement given in connection with, such transaction.
- 16. The term "Mortgagor" as used herein shall be construed to be of the appropriate gender and number according to context. This construction shall include the acknowledgment hereof. All covenants and stipulations contained in this Mortgage shall bind the heirs, executors, administrators, successors and assigns of Mortgagor and shall incure to the benefit of and be available to the successors and assigns of the Mortgagee.
 - 17. Other Provision's.

	IN WITNESS W	HEREOF, this Mortgage	has been signed and delivered by	the parties herein called Mongagor this10 day of
	December	19_86		
			By P Cathy	H. Cuppen
County of	Polk	}	Ву	"MORTGAGOR"
State of	Iowa) ss:)		MONIGAGON
On th	nis <u>10</u> taby or _	December		
a Notary Pu	ublic in and for the S	tate ofIowa	, personally appeared _	Cathy G. Crippen
to me know	n to be the person	named i	n and who executed the foregoing Morto	gage, and acknowledged that she executed
the same as	s <u>her</u>	voluntary a	TZPATRICK QUA	or M. January Colonity and State
County of)		
State of) ss:)		
				, 19, before me, the undersigned,
a Notary Pu	tolic in and for the S	tate of	, personally appeared	
and	· · · · · · · · · · · · · · · · · · ·	to me personally to	nown, who, being by me duly swom. d	id say that they are the
andsaid) (the se	al affixed thereto is the	respectively, of said ne seal of said) corporation;	corporation executing the within and fo that said instrument was signed (and sea	regoing instrument, that (no seal has been procured by the aled) on behalf of said corporation by authority of its Board of
Directors; ar instrument to	nd that the said o be the voluntary a	ct and deed of said corpora	andand by them voluntarily execution, by it and by them voluntarily execution.	, as such officers, acknowledged the execution of said cuted.
	•		Nota	ry Public in and for said County and State

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 rights to this protection for this property with respect to claims based upon this contract.

Date

Date