For use only in consumer loans. NOT to be used for first mortgage on land being acquired with proceeds. Consumer Mortgage

CON	SUMER MORTGAGE	•
THIS MORTGAGE, made this 9th day of	April	, 19_87
between <u>Mable Hampton</u>	(*Mo	ortgagor") and
of Madison and State of low	a, and("Mortgagor")	of the County
First National Bank of West Des M	oines	
Mortgagee, of the County of Po1k		
WITNESSETH: That Mortgagors, in consideration of Six	Thousand Five Hundred Fifteen Dollars and (DOLLARS (\$ 6.515.00	00/100 ' s
loaned by Mortgagee to one Mortgagor or both Mortgagors and and substitutions thereof and additions thereto, called the "mortg described real estate situated in the County ofMadison	evidenced by a promissory note in such amount (hereinafter together witl lage note") do hereby SELL, CONVEY and MORTGAGE unto Mortgagee , State of lowa, to-wit:	h all renewal the following
of Block Two (2) OF CLANTON'S A Madison County, Iowa, running the line of the Northeast Quarter (Twenty-three (23) in Township S West of the 5th P.M., thence Notract, thence East along the No	est and 500 feet North of the Southwest corn DDITION OF 1888 to the town of St. Charles, hence West 200 feet more or less to the West $\frac{1}{4}$) of the Northeast Quarter $(\frac{1}{4})$ of Section eventy-five (75) North, Range Twenty-six (20 orth to the Northwest corner of said 40-acre that line of said 40-acre tract to a point of the same South to the Place of headinging	t 6)
North of the place of beginning	, thence South to the Place of beginning,	
	200K 147 DA	8805 GE 792
R RELEASE OF ANNEXED MORTGAGE SEE	Fee \$10.00 500K_147_FA	· UL2_2
149 PAGE 323	1987 APR 21 A	1M 9: 18
R RELEASE OF ANNEXED MADE 223	PAGE MARY E. W RECORI RECORI	DER
fixtures), and together with all easements and servient estates application (all of the foregoing real estate, personal property and property property which may be personal property, Mortgagors grant Mortgagors hereby covenant with Mortgagee that Mortgagors Mortgagors have good and lawful authority to sell, convey and all liens and encumbrances whatsoever except a first mortgage h	neater, water softener, automatic heating equipment, air conditioning and o purtenant thereto, rents, issues, uses, profits and right to possession of sa interests hereinafter called the "mortgaged property"). As to such of the gagee a security interest pursuant to the Uniform Commercial Code of lo is hold clear title to said personal property and title in fee simple to said re- mortgage the mortgaged property; that the mortgaged property is free held by	aid real estate ne mortgaged owa. al estate; tha and clear o
	dated	, 19
in the original principal amount of \$; and said Mortgagors convenant to warrant and defend the mortga	aged property
secured as set forth in paragraph 1 below, then this Mortgage wing 1. OBLIGATION SECURED. This Mortgage shall secure become due under this Mortgage preason of sums advanced be Mortgage shall also secure the performance of the covenants and now existing or hereafter incurred, of every kind and character, thereafter increased or entirely extinguished and thereafter reinct.	cause to be paid to Mortgagee when due the mortgage note and all oth ill be void, otherwise to remain in full force and effect. the payment and performance of the mortgage note, and other amoun by Mortgagee or otherwise, and all obligations of Mortgagors under this M d agreements and indebtedness of Mortgagors or either of them to Mortga, direct or indirect, and whether such indebtedness is from time to time urred; provided, however, that indebtedness (other than indebtedness aris ransaction" as defined in the lowa Consumer Credit Code shall not be se	nts which may lortgage. This agee, whethe reduced and sing under the
Mortgage. NOTICE: This mortgage secures credit in the amount of \$	6,515,00 Loans and advances up to this amount.	, together with
against the mortgaged property or any part thereof before san	sequently recorded or filter intergates and fierts. kees and special assessments of every kind which now or hereafter may the becomes delinquent, without notice or demand; and shall procure applicate receipts of the proper officers for the payment of all such taxes and	and deliver to
3. INSURANCE. Mortgagors shall keep in force insurance and other hazards, casuallies and contingencies as Mortgagee r an amount not less than the full insurable value of the mortgaged may appear. Mortgagors shall provide Mortgagee with evidence		Mortgagee in their interest
improved, ordinary wear and tear only excepted, and shall not so 5. CONTINUATION OF ABSTRACT. In event of any defa	nortgaged property in as good repair and condition as same may now be o uffer or commit waste on or to the mortgaged property. ault by Mortgagors, Mortgagee may, at the expense of Mortgagors, procu- trge and add to the mortgage note the cost of such abstract or continuation	re an abstrac
upon such expense at the rate specified in the mortgage note. 6. ADVANCES OPTIONAL WITH MORTGAGEE. If the in	isurance above provided for is not properly effected, or if taxes or special togagors fail to make timely payments on any first mortgage referred to above	assessment

(whether electing to declare the entire unpaid balance of the mortgage note due and collectible or not), may (but need not) effect the insurance above provided for, may (but need not) pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived

provided for, may (but need not) pay said taxes and special assessments (irregularities in the levy of assessment of said taxes being expressly waived by Mortgagors), and may (but need not) pay amounts due on any such first mortgage, and all such payments with interest thereon at the rate specified in the mortgage note shall be paid by Mortgagors to Mortgagoe upon demand and may at any time at Mortgagoe's option be added to the mortgage note.

7.1 ACCELERATION OF MATURITY AND RECEIVERSHIP. If default shall be made in the payment of the mortgage note or any part of the interest thereon, or in the payment or performance of any other obligation secured by this Mortgage, or if there shall be a failure to comply with any condition of this Mortgage, then at the option of Mortgagoe, after any notice required by law, said mortgage note and the whole of the obligations secured by this Mortgage shall become due and shall become collectible at once by foreclosure or otherwise after such default of failure, and at any time after the commencement of an action in foreclosure or during the period of redemption, the court having jurisdiction of the case may, at the request of the Mortgagee, appoint a receiver to take possession of said property and of the rents and profits accruing therefrom and to rent the same as he may deem best for the interest of all parties concerned and shall be liable to account to Mortgagors only for the net profits after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the mortgage note and other obligations secured by this Mortgage.

7.2 PERIOD FOR REDEMPTION. 'It is further agreed that in the event of foreclosure of this mortgage and Sheriff's sale of the property involved,

the Mortgagee may at its option elect to reduce the redemption period to six (6) months pursuant to Section 628.26 of the Code of lowa or to such other B. TRANSFER OF MORTGAGED PROPERTY. If all or any part of the mortgaged property or any interest therein is sold or transferred without

Mortgagee's prior written consent, Mortgagee may, at Mortgagee's sole option, declare the mortgage note and any other obligation secured by this

Mortgage immediately due and payable.

9. DEFINITION OF TERMS. Unless otherwise expressly stated, the word "Mortgagors" as used herein includes successors and assigns of such "Mortgagors" All words. "Mortgagors"; the "Mortgagee" as used herein unless otherwise expressly stated includes the successors and assigns of such "Mortgagee." All words referring to "Mortgagor" or "Mortgagee" shall be construed to be of the appropriate gender and number according to the context. This construction shall include the acknowledgment hereof. All obligations of Mortgagors under this Mortgage shall be joint and several.

10. FINAL PAYMENT OF PROMISSORY NOTE. The date of the final payment of the mortgage note is April 9, 1990

dicial sale; and that by signing the respect to claims based upon						
hable Hampton	Mortgagor	A _I	oril 9,	1987	· · · · · · · · · · · · · · · · · · ·	<u> </u>
	Mortgagor			Date	<u> </u>	
14. ADDITIONAL PROVISIONS.					in the state of th	. 4
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any time without penalty and may be entitled		nearned charges in a	les	Hamit	ton	
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