MTG. RECORD 148

Consumer Mortgage

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

CONSUMER MORTGAGE

bet		E, made this 12th day of June	
			, , ,
of _	Madison	and State of Iowa, and	·
		UNION STATE BANK, 201 West Court, Box 110, Winterset, Iowa 50273-0110	
Mo	tgagee, of the Co	unty of <u>Madison</u> and State of Iowa.	•
		That Mortgagors, in consideration of Fifteen Thousand Two Hundred Thirteen	
		to one Mortgagor or both Mortgagors and evidenced by a promissory note in such amount (hereinal reof and additions thereto, called the "mortgage note") do hereby SELL, CONVEY and MORTGAGE	
des	cribed real estate	situated in the County of <u>Madison</u> , State of Iowa, to-wit:	
Lo	ot 6 Block	5 of the Original Town of Truro, Iowa, Madison County, Iowa	•
			Comp

MORTGAGE RECORD

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MARY E. WELTY RECORDER MADISON COUNTY. 10WA Fee \$10.00

together with all buildings and improvements thereon and all personal property which may integrally belong to, or be or hereafter become an integral part of said real estate, and whether attached or detached (including but not limited to light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, linoleum, attached carpet, water heater, water softener, automatic heating equipment, air conditioning and other attached fixtures), and together with all easements and servient estates appurtenant thereto, rents, issues, uses, profits and right to possession of said real estate (all of the foregoing real estate, personal property and property interests hereinafter called the "mortgaged property"). As to such of the mortgaged property which may be personal property, Mortgagors grant Mortgagee a security interest pursuant to the Uniform Commercial Code of Iowa.

Mortgagors hereby covenant with Mortgagee that Mortgagors hold clear title to said personal property and title in fee simple to said real estate; that Mortgagors have good and lawful authority to sell, convey and mortgage the mortgaged property; that the mortgaged property is free and clear of

all liens and encumbrances whatsoever except a first mortgage held by ____First_Federal_Savings_and_Loan_ ___dated January 1, of Creston, Iowa
in the original principal amount of \$_14_850_00
against the lawful claims of all persons whomsoever. ; and said Mortgagors convenant to warrant and defend the mortgaged property

CONDITIONED, HOWEVER, that if Mortgagors shall pay or cause to be paid to Mortgagee when due the mortgage note and all other obligations

secured as set forth in paragraph 1 below, then this Mortgage will be void, otherwise to remain in full force and effect.

1. OBLIGATION SECURED. This Mortgage shall secure the payment and performance of the mortgage note, and other amounts which may become due under this Mortgage by reason of sums advanced by Mortgage or otherwise, and all obligations of Mortgagors under this Mortgage. This Mortgage shall also secure the performance of the covenants and agreements and indebtedness of Mortgagors or either of them to Mortgagee, whether now existing or hereafter incurred, of every kind and character, direct or indirect, and whether such indebtedness is from time to time reduced and thereafter incurred; of every kind and character, direct or indirect, and whether such indebtedness is from time to time reduced and thereafter incurred or entirely extinguished and thereafter reincurred; provided, however, that indebtedness (other than indebtedness arising under the mortgage note of this Mortgage) incurred in a "consumer credit transaction" as defined in the lowa Consumer Credit Code shall not be secured by this Mortgage.

NOTICE: This mortgage secures credit in the amount of \$ 15,200.00

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.

TAXES. Mortgagors shall pay each installment of all taxes and special assessments of every kind which now or hereafter may become a lien
against the mortgaged property or any part thereof before same becomes delinquent, without notice or demand; and shall procure and deliver to
Mortgagee promptly after the due date of each such installment duplicate receipts of the proper officers for the payment of all such taxes and assessments

3. INSURANCE. Mortgagors shall keep in force insurance, premiums therefor to be prepaid without notice or demand, against loss by fire, tornado and other hazards, casualties and contingencies as Mortgagee may require on the mortgaged property in companies to be approved by Mortgagee in an amount not less than the full insurable value of the mortgaged property with such insurance payable to Mortgagors and Mortgagee as their interests

an amount not less than the full insurable value of the mortgaged property with such insurance payable to Mortgagors and Mortgagee as their interests may appear. Mortgagors shall provide Mortgagee with evidence of such insurance as Mortgagee may request.

4. REPAIRS TO PROPERTY. Mortgagors shall keep the mortgaged property in as good repair and condition as same may now be or as hereafter improved, ordinary wear and tear only excepted, and shall not suffer or commit waste on or to the mortgaged property.

5. CONTINUATION OF ABSTRACT. In event of any default by Mortgagors, Mortgagee may, at the expense of Mortgagors, procure an abstract of title or continuation thereof for the mortgaged property and charge and add to the mortgage note the cost of such abstract or continuation with interest upon such expense at the rate specified in the mortgage note.

6. ADVANCES OPTIONAL WITH MORTGAGEE. If the insurance above provided for is not properly effected, or if taxes or special assessments against the mortgaged property shall become delinquent, or if Mortgagors fail to make timely payments on any first mortgage referred to above, Mortgagee (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 max (but need not) has said taxes and separate support assessment of each taxes before averagely waived.

(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 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 Mortgage upon demand and may at any time at Mortgagee's option be added to the mortgage note. In 2.1 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 Mortgagee, 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 lows or to such other

period as may be permitted at the time of foreclosure by the Code of lowa.

8. 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"; 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.

June 15, 1990 10. FINAL PAYMENT OF PROMISSORY NOTE. The date of the final payment of the mortgage note is

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