For use only in consumer loans.

NOT to be used for first mortgage
on land being acquired with proceeds.

		CONSUME	R MORTGAGE		•	
THIS	MORTGAGE, made this16th	day of		Ju1y	4	. 1987
between	Ronald L. Stonehocker					("Mortgagor") an
	Kathleen C. Stonehocker	, husband and	wife		("Mortgad	or") of the Count
of						
		BANK AND TRUST	COMPANY, Add	el, Iowa 50003	· · · · · · · · · · · · · · · · · · ·	
Mortgagee	e, of the County of <u>Dallas</u>		_ and State of lowa			
WITN	IESSETH: That Mortgagors, in consider	ation of <u>Nine th</u>	ousand four	seventy-six a	nd 94/100	<u> </u>
		·		DOLLARS	(\$ 9.476.94	
and substit	Mortgagee to one Mortgagor or both Mortgager or both Mortgagor or	led the "mortgage not	e") do hereby SELL	, CONVEY and MORT , State of lowa, to-wit:	GAGE unto Mortg	er with all renewal pagee the following
	•			4 1		•
					FILED NO BOOK_148_	116 PAGE 505
	FOR RELEASE OF ANNEXE	DMORTGAGESE	.) PH 3:19
	MORTGAGE RECORD	PAGE 24	/	IND REC	MARY E RECO MADISON O	I. WELTY ORDER OUNTY IOWA
				PAGE	Fee \$1	0.00
part of said windows, st fixtures), ar (all of the t property when Mortga Mortgagors	rith all buildings and improvements there dreal estate, and whether attached or de- storm doors, screens, linoleum, attached or drogother with all easements and servi- foregoing real estate, personal property hich may be personal property, Mortgage- agors hereby covenant with Mortgage- ts have good and lawful authority to sell de encumbrances whatsoever except a find	tached (including but r carpet, water heater, we ent estates appurtenar and property interes ors grant Mortgagee a nat Mortgagors hold cl l, convey and mortga	not limited to light fix vater softener, autom nt thereto, rents, iss ts hereinafter called a security interest pu- lear title to said pers ge the mortgaged (tures, shades, rods, bl natic heating equipmer ues, uses, profits and of the "mortgaged prop ursuant to the Uniform tonal property and title property; that the more	inds, venetian blin it, air conditioning ight to possession erty"). As to such Commercial Code in fee simple to sa tgaged property is	ds, awnings, storn and other attache of said real estat of the mortgage of towa. aid real estate; the offee and clear of

and Trust Company dated 1-15-

in the original principal amount of \$10,700.00__; and said Mortgagors convenant to warrant and defend the mortgaged property

against the lawful claims of all persons whomsoever.

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 Montgage by reason of sums advanced by Montgagee or otherwise, and all obligations of Montgagors under this Montgage. This Montgage shall also secure the performance of the covenants and agreements and indebtedness of Montgagors or either of them to Montgagee, 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 increased 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 Iowa Consumer Credit Code shall not be secured by this Mortgage.

NOTICE: This mortgage secures credit in the amount of \$9.476.94... 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.

2. 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
- INSURANCE. Mortgagors shall keep in force insurance, premiums therefor to be prepaid without notice or demand, against loss by fire, tomado 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 may appear. Mortgagors shall provide Mortgagee with evidence of such insurance as Mortgagee may request.

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.
 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 properly 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) 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 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 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 Mortgage'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 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 companyment of an action in foreclosure or direct having inventigation or the capture of the request of the action in foreclosure or otherwise after such default of failure, and at any time after by this mortgage shall become due and shall become content be at order by folecable or otherwise after such detail 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 Mortgage may at its online elect to reduce the redemption period to six (5) morths accounted to state of the costs.

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

the Mortgagee may at its opinion elect to reduce the recompliant period to way.

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

TRANSFER OF MORTGAGED PROPERTY. If all or any part of the mortgaged property or any interest therein is sold or transferred without the control of th Mortgagee's prior written consent, Mortgagee may, at Mortgagee's sole option, declare the mortgage note and any other obligation secured by this

Mortgagee's prior written consent, wortgagee may, at wortgagee's sole option, declare the friorigage 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 "Mortgagoes"; 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 construct 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

udicial sale; and that by sig with respect to claims based Ronald Standbaker	upon this contract	i.		7-16-87	-		
Kathleen C St	onehocker.	Mortgagor	7–16–87				
Kathleen C. Stonehock 14. ADDITIONAL PROVISIONS.	er n	Mortgagor		Date		*	
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