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

## CONSUMER MORTGAGE

THIS M		3011				
between	MORTGAGE, made this Marlyn J. Ti		day of	July		, 19 <u>87</u>
	Toni Tindle,	husband an	d wife	* .		("Mortgagor") and or") of the Count
of	Madison	and St	ate of lowa, and	United Federal	Savings Bank of Id	
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Mortgagee,	of the County of	Madison	Five The	and State of Iowa.		***
WITNE	SSETH: That Mongag	jors, in consideratio	u or LIVE THUL		DOLLARS (\$ 5,000.00	
				by a promissory note in suc	ch amount (hereinafter togethe	r with all renewal
				) do hereby SELL, CONVEY	and MORTGAGE unto Mortga	agee the following
described re	eal estate situated in the	e County of	Magizoni	, State of I	owa, to-wit:	* +
	See Attach	ned				
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					Campared	
FORREL	EASE OF ANNEXED	MORTGAGESE	<b>5</b>		· •	190
	AGE RECORD				FILED NO. BOOK <b>148</b>	PAGE <b>574</b>
MORTG	AGE RECORD 2	Z PAGE	A18		B001/ #40	PAGE
				Fee \$15.00	1987 JUL 3 I	PH 3: 03
				ree \$15.00	(A)	
					MARY E RECO	WELTY
					MADISON C	DRDER OUNTY, IOWA
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the commercement 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 period as may be permitted at the time of foreclosure by the Code of Iowa.

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" 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 August 4, 1990.

10. FINAL PAYMENT OF PROMISSORY NOTE. The date of the final payment of the mortgage note is August 4, 1990

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A tract of land commencing at a point 60 feet south of the Northwest corner of the Northeast Quarter (NEX) of Section Two (2), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and running thence South 208.71 feet, thence East 417.42 feet, thence N. 208.71 feet to the South line of the Public Highway, thence West on the South line of said Highway 417.42 feet to the point of beginning, containing 2 acres more or less, except the following-described real estate: Commencing at the Nk Corner of said Section 2, thence S.0000'E., 60.0 ft. along the west line of the NE's of said Section 2 to a point on the south line of the north 60 ft. of said NEk, the Point of Beginning; thence continuing S.0000'E., 208.7 ft. along the west line of said NE4; thence N.89°59'E., 235.3 ft.; thence N.4°05'E., 128.7 fr.; thence N.43°42'E.,80.2 ft.; thence S.89°574'E., 117.5 ft.; thence N.0 00 E., 22.5 ft. to a point on the south line of the north 60 ft. of said NE's; thence S.89°59'W., 417.4 ft. along said south line to a point on the west line of said NEG, the Point of Beginning; excepting therefrom 0.07 acres, more or less, conveyed to the State of Iowa in fee simple title by virtue of Warranty Deed dated June 16, 1966, filed for record July 14, 1966, and recorded in Book 94, at Page 19 in the Office of the Madison County Recorder; containing 1.19 acres, more or less, of which 0.10 acre, more or less, is contained within present road easement.