

11. ESCROWS. If requested at any time by Mortgagee and as long as requested by Mortgagee, Mortgagors shall pay and continue to pay to Mortgagee additional monthly amounts as Mortgagee shall estimate to be required for the purpose of accumulating a fund from which to pay taxes when due taxes, assessments and insurance premiums with respect to the mortgaged property, but no such escrow shall be required as to amounts which are then being escrowed by Mortgagors with the holder of the first mortgage referred to above.

12. BANKRUPTCY. If this mortgage is released of record, the release thereof shall be filed and recorded at the expense of the mortgagor.

13. HOMESTEAD. Each Mortgagor hereby relinquishes all rights of dower, homestead and distributive share in and to the mortgaged property and waives all rights exemption as to any of the mortgaged property.

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

n/a _____ Mortgagor _____ Date n/a
n/a _____ Mortgagor _____ Date n/a

14. ADDITIONAL PROVISIONS.

IN WITNESS WHEREOF, said Mortgagors have executed this Mortgage the day and year first above written. MORTGAGOR(S) ACKNOWLEDGE(S) RECEIPT OF A COPY OF THIS MORTGAGE.

NOTICE TO CONSUMER — Do not sign this paper before you read it. You are entitled to a copy of this paper. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

Marlyn J. Tindle _____ Mortgagor
Toni Tindle _____ Mortgagor
Toni Tindle

STATE OF IOWA)
COUNTY OF Madison) SS:

On this 30th day of July, 1987, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marlyn J. Tindle and Toni Tindle, husband and wife

to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Verda Orr _____
Verda Orr Notary Public in and for said County and State

WHEN RECORDED, RETURN TO:

United Federal Savings Bank
Winterset



IOWA MORTGAGE
No. 190
REAL ESTATE
MORTGAGE
From _____
To _____
Filed for record the 31 day of July, A.D. 1987
3:03 o'clock P. M., and recorded in
Book 148 of Mortgages on page 574
of Madison County Records.
By Mary E. Welby Recorder
Deputy _____
WHEN RECORDED RETURN TO

A tract of land commencing at a point 60 feet south of the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) 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 NE $\frac{1}{4}$ Corner of said Section 2, thence S.0°00'E., 60.0 ft. along the west line of the NE $\frac{1}{4}$ of said Section 2 to a point on the south line of the north 60 ft. of said NE $\frac{1}{4}$, the Point of Beginning; thence continuing S.0°00'E., 208.7 ft. along the west line of said NE $\frac{1}{4}$; thence N.89°59'E., 235.3 ft.; thence N.4°05'E., 128.7 ft.; thence N.43°42'E., 80.2 ft.; thence S.89°57 $\frac{1}{2}$ '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 $\frac{1}{4}$; thence S.89°59'W., 417.4 ft. along said south line to a point on the west line of said NE $\frac{1}{4}$, 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.