



- 7. If this mortgage is released of record, the release thereof shall be filed and recorded at the expense of the mortgagor.
- 8. The signing of this mortgage, and the note secured hereby, by the spouse of the owner is not only for the purpose of releasing dower or distributive share but also for the express purpose of creating personal liability of the spouse for the indebtedness evidenced by said note and secured by this mortgage, and that the mortgagee expressly relies upon the foregoing as a material and necessary representation and covenant by such spouse.
- 9. That if mortgagor fails to keep and perform any of the agreements of this instrument, or causes or suffers default herein, or thereof, in any respect, mortgagee either before commencement of suit, or at any time thereafter, shall be entitled to the possession of said property, real and personal, and shall also be entitled to the appointment of a Receiver, who shall have the power and is hereby granted absolute authority to take and hold possession of all of said property, to rent the same, and to collect the rents and profits therefrom for the benefit of mortgagee; that such Receiver shall be appointed upon the application of mortgagee by the court in which such action shall be brought, or by any judge of said court, at any time after the default of the mortgagor in any of the provisions hereof, either independently of or in connection with the commencement of foreclosure, or when suit is begun, or at any time thereafter, and such rights shall in no event be barred, forfeited or retarded by reason of delay, or of a judgment, decree, or sale ordered in any suit; and, further, such right to have such Receiver appointed upon application of said mortgagee shall exist regardless of the solvency or insolvency of the mortgagor or any of them, and irrespective of the value of said premises, or of the rents and profits thereof; that such taking of possession by the Receiver shall in no way retard collection, or the institution of suit, and Receiver shall be held to account only for the net profits derived from said property.
- 10. 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 Iowa or to such other period as may be permitted at the time of foreclosure by the Code of Iowa.
- 11. If at any time all or any portion of the above-described mortgaged property shall be taken or damaged by condemnation proceedings under the power of eminent domain, all compensation awarded shall be paid directly to the mortgagee and applied on the indebtedness hereby secured.
- 12. If more than one join in the execution hereof as a mortgagor, or any be of the feminine sex, the word mortgagor, the pronouns and relative words herein used shall be read as if written in the plural or the feminine, respectively. The covenants herein contained shall bind, and the benefits and advantages inure to, the respective heirs, executors, administrators, successors, joint tenants, and assigns of the parties hereto.
- 13. The mortgage and the note secured hereunder contain the entire understanding and agreement of the parties.

14. Last payment on Note secured hereby is due the 8th day of September, 19 91

15. In the event of the initiation of voluntary or involuntary proceedings by or against the mortgagor under Title 11 of the United States Code, as it may from time to time be amended, then the mortgagee shall be entitled to adequate protection by payment or provision of additional security in an amount equal to the sum of the interest accruing from the date of filing at the rate specified in the note or notes secured hereby. The foregoing definition of adequate protection is agreed to because of a recognition that the rate of depreciation of the value of the collateral is difficult to determine and is not a fair measure of the loss to the mortgagee incurred during the pendency of the proceeding.

16. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above-described premises, and waives any rights of exemption, as to any of said 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 this protection for this property with respect to claims based upon this contract.**

Philip N. Madonia September 24, 1987  
 Philip N. Madonia Mortgagor Date

Kathleen J. Madonia September 24, 1987  
 Kathleen J. Madonia Mortgagor Date

17. PREPAYMENT PROVISIONS, DUE ON SALE, ETC.

IF THE MORTGAGOR SHALL CONVEY AWAY SAID PREMISES OR ANY PART THEREOF, OR IF THE TITLE THERETO SHALL BECOME VESTED IN ANY PERSONS OTHER THAN MORTGAGOR IN ANY MANNER WHATSOEVER then and in every such case the whole principal sum secured by this mortgage with all interest thereon and all other amounts hereby secured shall, at the option of the Mortgagee be and become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure of or other proceeding upon this mortgage or by any other proper legal or equitable procedure without declaration of said option and without notice.

IN WITNESS WHEREOF this instrument has been signed and delivered by the persons denoted herein as mortgagor. **MORTGAGOR(S) ACKNOWLEDGE(S) RECEIPT OF A COPY OF THIS MORTGAGE.**

Dated this 24th day of September, 19 87 at Winterset, Iowa

Philip N. Madonia Kathleen J. Madonia  
 Philip N. Madonia Kathleen J. Madonia  
 (typed signature) (typed signature)

STATE OF IOWA, Madison COUNTY, ss:  
 On this 24th day of September, A.D. 19 87, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Philip N. Madonia and Kathleen J. Madonia

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



Sherry A. Tolley  
 Notary Public in and for said County

IOWA MORTGAGE

No. 532

MORTGAGE

From \_\_\_\_\_ To \_\_\_\_\_

Filed for record the 25 day of September A.D. 19 87

1:38 o'clock P M., and recorded in

Book 148 of Mortgages on page 799

of Madison County Records.

By Mary E. Welby Recorder

By Shirley A. Hensley Deputy

WHEN RECORDED RETURN TO \_\_\_\_\_

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