

Elghth Farm Credit District

SUPPLEMENTAL
REAL ESTATE MORTGAGE - IOWA

Open-End To Secure Present and Future Obligations and Advances

Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural numbers and as masculine, feminine, or neuter gender, according to the context.

Date: January 8, 1988

Charles Perry, (a/k/a Charles V. Perry) and Ann M. Perry, (a/k/a Ann Marie Perry), Husband and Wife

Mortgagors, of Floyd County, Iowa, in consideration of the advance by Mortgagee to Mortgagors of the principal sum specified below, the receipt of which is hereby acknowledged, and any future, additional or protective advances made to Mortgagors at Mortgagee's option, hereby sell, convey and mortgage to

The Federal Land Bank of Omaha, 208 South 19th Street, Omaha, Nebraska 68102,

Mortgagee, its successors and assigns, from the date hereof until all obligations secured hereby are paid in full, the following-described real estate in Madison County, Iowa, to wit:

Sec. Twp. Rq.

See Exhibit "B" attached hereto and made a part hereof.

Compared

FILED NO. 1264
BOOK 149 PAGE 526

1988 JAN 20 PM 12:19

REC
INDEX

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee \$15.00

together with all Mortgagors right, title and interest in said property, including all buildings, fixtures, crops and improvements now on or hereafter placed upon said real property; including also all appurtenances, water, irrigation, and drainage rights; and all rents, issues, uses, profits, and rights to possession; all oil, gas, gravel, rock or other minerals of whatever nature, including geothermal resources; and all personal property that may integrally belong to or hereafter become an integral part of said real estate whether attached or detached, including any appurtenances and accoutrements of any residence secured hereby.

It is understood and agreed between Mortgagors and Mortgagee that this mortgage is given to secure:

(a) A promissory note or notes together with interest thereon executed by Mortgagors to Mortgagee and described as follows:

<u>Date of Note</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Principal Amount</u>
February 5, 1979	\$86,700.00		

payable according to the terms of said note(s).

(b) And the repayment in full by Mortgagors of any and all future and additional advances which may be made by Mortgagee, at its option, at the request of, and to or for the account of Mortgagors, or any of them, for any purpose, plus interest on all such advances, under any note(s) or other instrument(s) taken in refinancing, extending, renewing, reamortizing or restructuring such indebtedness or any part thereof, all payable according to the terms of said note(s) or other instrument(s); provided, however, that the total principal indebtedness outstanding and secured hereby at any one time shall not exceed the sum of Eighty six thousand seven hundred and no/100's 86,700.00 DOLLARS (\$ 86,700.00) *.

exclusive of interest and of the protective disbursements authorized herein or in the loan agreement(s); provided, further, that THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE FURTHER OR ADDITIONAL ADVANCES IN ANY AMOUNT AT ANY TIME.

(c) The repayment in full by Mortgagors of all amounts advanced by Mortgagee, at its option, to or on behalf of Mortgagors as protective disbursements authorized herein, in the loan agreement(s), or in other instrument(s) which may be given to evidence such advances plus interest on all such advances, payable as provided in the note(s), loan agreement(s) or other instrument(s).

(d) The payment in full of any and all other past, present or future, direct or contingent, debts and liabilities of Mortgagors to Mortgagee of any nature whatsoever.

This mortgage will be due January 1, 2009 or upon the payment in full of all sums secured hereby.

Mortgagors hereby warrant that they hold fee simple title to the above described property, that they have good and lawful authority to mortgage the same, that said property is free and clear of all liens and encumbrances, except encumbrances of record, and that they will warrant and defend said property against all claimants whomsoever. Mortgagors also hereby waive and relinquish all rights of dower, homestead, distributive share and exemption in and to the above described property.

HOMESTEAD EXEMPTION WAIVER

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 mortgage, I voluntarily give up my right to this protection for this property with respect to claims based on this mortgage.

<u>Charles V. Perry</u> Signature	<u>1/8/88</u> Date	_____ Signature	_____ Date
<u>Ann M. Perry</u> Signature	<u>1/8/88</u> Date	_____ Signature	_____ Date

*NOTICE: This mortgage secures credit in the amount of \$ 86,700.00. 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.

FOR RELEASE OF ANNEXED MORTGAGE SEE MORTGAGE RECORD PAGE 35

Mortgagor(s) and each of them further covenant and agree with Mortgagee as follows:

- (1) To pay all liens, judgments or other assessments against said premises, and to pay when due all taxes, rents, fees or charges upon said premises or under any lease, permit, license or privilege assigned to Mortgagee as additional security to this mortgage, including those on public domain.
- (2) To insure and keep insured buildings and other improvements now on or hereafter placed on said premises to the satisfaction of Mortgagee. Such insurance shall be approved by and deposited with Mortgagee, and endorsed with a mortgage clause with loss thereunder payable to Mortgagee. Any sums so received by Mortgagee may be used to pay for reconstruction of the destroyed improvements or if not so applied may, at the option of the Mortgagee, be applied in payment of any indebtedness matured or unmatured secured by this mortgage.
- (3) To keep all buildings, fixtures and other improvements now on or hereafter placed on said premises occupied and in good repair, maintenance and condition and to neither commit nor permit any acts of waste or any impairment of the value of the security.
- (4) In the event Mortgagors fail to pay any liens, judgments, assessments, taxes, rents, fees or charges or maintain any insurance on the property, buildings, fixtures or improvements as provided herein or in the loan agreement, Mortgagee may, at its option, make such payments or provide insurance, maintenance or repairs and any amounts paid therefor shall become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest from the date of payment as provided in the loan agreement. Provided, however, that the advancement by Mortgagee of any such amounts shall in no manner limit the right of Mortgagee to declare Mortgagors in default or exercise any of Mortgagees other rights and remedies.
- (5) In the event Mortgagee is a party to any litigation affecting the security or the lien of this mortgage, including any suit by Mortgagee to foreclose this mortgage or any suit in which Mortgagee is named a defendant (including condemnation and bankruptcy proceedings) Mortgagee may incur expenses and advance payments for abstract fees, attorneys fees (except to the extent prohibited by law), costs, expenses, appraisal fees and other charges and any amounts so advanced shall become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest as provided in the loan agreement.
- (6) Any awards made to Mortgagors or their successors by the exercise of eminent domain are hereby assigned to Mortgagee; and Mortgagee is hereby authorized to collect and apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.
- (7) In the event Mortgagors default in the payment when due of any sums secured hereby (principal, interest, advancements, or protective disbursements), or fail to perform or observe any covenants and conditions contained herein, in the note(s) or in the loan agreement(s), or any proceeding is brought by or against Mortgagors under any Bankruptcy laws, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and bear interest at the default rate as provided in the note(s) or loan agreement(s) and Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy. Provided, however, that delay by Mortgagee in exercising its rights upon default shall not be construed as a waiver thereof and that any act of Mortgagee waiving any specific default shall not be construed as a waiver of any future default.
- (8) Upon default, Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of all property and to all rents, issues, crops and profits thereof, from the time of such default and during the pendency of foreclosure proceedings and the period of redemption, the delivery of which may be enforced by Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled to a Receiver for said property and all rents, issues, crops and profits thereof, without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and the foreclosure costs, fees and expenses. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived. The Receiver shall apply all rents, issues, crops, profits, income and revenue of the property to keep the same in good repair and condition, pay all taxes, rents, fees, charges and assessments, pay insurance premiums necessary to keep the premises insured, pay the expense of the receivership and attorney fees incurred by the Receiver, and apply the net proceeds to the payment of the indebtedness secured hereby. Such Receiver shall have all the other usual powers of receivers authorized by law and as the court may direct.
- (9) The integrity and responsibility of the Mortgagors constitutes a part of the consideration for the obligations secured hereby. Should Mortgagors sell, transfer or convey the property described herein, without prior written consent of Mortgagee, Mortgagee may, at its option, declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default.
- (10) Assignment of Rents including Proceeds of Mineral Lease. Mortgagors hereby transfer, set over and convey to Mortgagee all rents, royalties, bonuses and delay moneys that may from time to time become due and payable under any real estate lease or under any oil, gas or other mineral lease of any kind now existing or that may hereafter come into existence, covering the above land or any part thereof. All such sums so received by Mortgagee shall be applied to the indebtedness secured hereby; or said Mortgagee may, at its option, turn over and deliver to the Mortgagors or their successors in interest, any or all of such sums without prejudice to any of Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder to Mortgagee of said rents, royalties, bonuses and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of this mortgage of record, this conveyance shall become inoperative and of no further force and effect.
- (11) Redemption Period. If the property described herein is less than ten acres in size and if Mortgagee waives in any foreclosure proceeding any right to a deficiency judgment against Mortgagors, then the period of redemption from judicial sale shall be reduced to six months. If the court finds that the property has been abandoned by Mortgagors and if Mortgagee waives any right to a deficiency judgment against Mortgagors, then the period of redemption from judicial sale shall be reduced to sixty days. In addition, if the property described herein is the residence of the Mortgagors at the time of foreclosure, but the court finds that after foreclosure the property has ceased to be the residence of the Mortgagor, then the period of redemption shall be reduced to thirty days from the date of a court order so stating. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26, 628.27 and 628.28 of the Code of Iowa.
- (12) The covenants contained in this mortgage shall be deemed to be severable; in the event that any portion of this mortgage is determined to be void or unenforceable, that determination shall not affect the validity of the remaining portions of the mortgage.

Charles V. Perry

 Charles V. Perry
Ann M. Perry

 Ann M. Perry

STATE OF IOWA)
) ss.
 COUNTY OF Cerro Gordo)

On this 8th day of January, A.D., 19 88, before me, a Notary Public,

personally appeared Charles V. Perry and Ann M. Perry, Husband and Wife

to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(SEAL) NOTARIAL

Bruce Mastin

 Bruce Mastin (Type or print name under signature)
 Notary Public in and for said County and State

My commission expires 9-23-88

IOWA MORTGAGE

No. _____

FROM _____

TO _____

Filed for record the 80 day _____

January, A.D., 1988,

at 12:19 o'clock, P. M., and

recorded in Book 149, of _____

Mortgages on Page 526 of _____

Madison (County) Records,

Mary E. Welby, Recorder

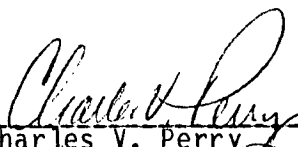
By Shirley D. Henry, Deputy

WHEN RECORDED, RETURN TO _____

Exhibit "B"

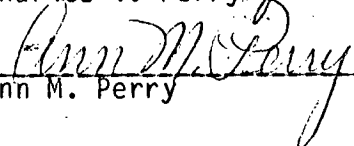
A parcel of land in the NE 1/4 SE 1/4 of Section 10, T75N, R27W of the 5th P.M., Madison County, Iowa; more particularly described as: Beginning at the East Quarter corner of Sec. 10, T75N, R27W of the 5th P.M.; thence along the north line of said Northeast Quarter of the Southeast quarter, South 89°55'17" West 852.00 feet; thence south 00°57'49" East 308.30 feet; thence North 89°49'04" East 846.83 feet to the east line of said NE 1/4 SE 1/4; thence along said east line North 00°00'00" 306.74 feet to the point of beginning, containing 6.00 acres including Public Road Right of Way and 5.23 acres exclusive of Public Road Right of Way.

(This is a Supplemental Mortgage filed to supplement the mortgage recorded in Book 131, Page 77. This Supplemental Mortgage is given as additional security and in consideration of the original loan, Loan No. 139-02-8413442 and in further consideration of Reamortization granted under the Note secured by the said mortgage. In the event of default under the terms and conditions of the Note and Mortgage recorded in Book 131, Page 77, in connection with said original loan or default under the terms of this mortgage, the two mortgages may be foreclosed as one.)



 Charles V. Perry

1/9/88
 (Date)



 Ann M. Perry

1/8/88
 (Date)