

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT Ray Patton Cameron & Vickie L. Cameron (husband & wife)

of 207 E. Buchanan, Winterset, Iowa Mortgageors herein, do mortgage and convey to ABC Seamless of Iowa of P.O. Box 23157, Des Moines, Iowa

Mortgagee, to secure payment of a certain Home Improvement Consumer Credit Sales Agreement executed by the Mortgageors bearing even date herewith and payable to the Mortgagee in the amount of Seven thousand six hundred and thirty-one dollars and no/100's

Dollars (\$ 7631.00) as evidenced by and payable under the terms of the said Home Improvement Consumer Credit Sales Agreement. the

following described premises situated in Madison County, Iowa, to-wit:

The alley north of lots 5 & 6, and lots 6 of block 12 of Pitzer and Knight's addition to the town of Winterset, Madison County, Iowa. Locally known as 207 E. Buchanan, Winterset, Iowa

For assignment to ABC Seamless of Iowa To C. Myler Trust Financial Services Corp see mtg. Rec. 150-166

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That the intention herein is to convey hereby an absolute title in fee simple, including all the rights of homestead and dower, to the said Mortgagee, its successors and assigns. That the said Mortgageors represent to and covenant with the Mortgagee, that they have the right to sell and convey the said premises and that they will warrant and defend the said premises against the lawful claims of all persons.

That the Mortgageors do hereby release all rights of homestead and dower and all rights of distributive share and other rights in and to said premises. That these presents are upon the expressed condition that if the said Mortgageors, their heirs, successors or assigns shall pay or cause to be paid to the Mortgagee, its heirs, successors or assigns the amount specified above according to the tenor and effect of the Home Improvement Consumer Credit Sales Agreement of the said Mortgageors, then these presents would be void, otherwise to be and remain in full force and effect. This mortgage shall stand as security for said Home Improvement Consumer Credit Sales Agreement and for any and all future advances made by the Mortgagee to the Mortgageors.

That the Mortgageors further agree that they will pay all taxes and assessments levied against said real estate before the same become delinquent and will keep the buildings on said premises in a good state of repair and fully covered with an insurance policy showing any loss payable to the parties as interests may appear, and will make the payments promptly as herein agreed as the same become due and that failure to do so shall give the Mortgagee, subject to Mortgageors' right to cure, the right to declare the whole sum, less unearned charges, due and payable at once and to foreclose upon the property.

If all or any part of the property or an interest in the property is sold or transferred by Mortgageor, without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, may require immediate payment in full of the entire amount due under the mortgage and Home Improvement Consumer Credit Sales Agreement. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgageor is transferring or selling the interest in the property. If Mortgagee does allow Mortgageor's successor in interest to assume the obligation, Mortgageor will be released from further obligation under this mortgage and the Home Improvement Consumer Credit Sales Agreement. The following types of transfers will not give Mortgagee the right to require immediate payment in full:

- (a) the creation of liens or other claims against the property which are inferior to this mortgage;
(b) a transfer of rights in household appliances to a person who provides the Mortgageor with the money to buy these appliances in order to protect that person against possible losses;
(c) a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law;
(d) leasing the property for three years or less, so long as the lease does not include an option to buy;
(e) a transfer to Mortgageor's relative resulting from death of the Mortgageor;
(f) a transfer where Mortgageor's spouse or children become owners of the property;
(g) a transfer to Mortgageor's spouse resulting from a divorce decree, separation agreement, or property settlement agreement;
(h) a transfer into an inter vivos trust in which the Mortgageor is and remains a beneficiary, so long as there is no transfer of rights of occupancy in the property.

In the event of foreclosure of this mortgage and the sale of the property, the time of one year for redemption as provided by law will be reduced to six months in the event the Mortgagee waives its right to a deficiency judgment. The period of redemption as provided by law will be reduced to sixty days in the event the real estate covered by this mortgage is abandoned by the Mortgageors and/or the persons or person performing under this mortgage at the time of foreclosure in the event the Mortgagee waives its right to a deficiency judgment.

IN WITNESS WHEREOF, the Mortgageors hereunto set their hands this 16 day of March 1988

Ray Patton Cameron Mortgageor

Vicki L. Cameron Mortgageor

STATE OF IOWA COUNTY OF Madison ss. On this 16 day of March 1988 before me, a Notary Public in and for Madison County, Iowa, appeared Ray Patton Cameron & Vickie L. Cameron

Notary Public Seal for Kathy Toomer

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

IN WITNESS WHEREOF, I hereunto set my hand this 16 day of March 1988

Kathy Toomer My Commission expires 3/16/91

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