

NOTE: Use this form only when a 12-month period of redemption is desired. Use Form 13.1 for the six-month period and 60-day



REAL ESTATE MORTGAGE-IOWA

This Indenture made this day of April between Jerry T. Short and Sarah E. Short, husband and	
of the County of <u>Madison</u> , and State of lowe, and Byron & Christina Christensen husband & wife	Mortgagors
of the County of Polk and State of Iowa	Mortagee,
WITNESSETH: That the said Mortgagors in consideration of	
(\$_4,000.00) loaned by Mortgagee, received by Mortgagors and evidenced by inafter referred to, do, by these presents SELL, CONVEY AND MORTGAGE, unto the	by the promissory note here-
the following described Real Estate situated in the County of Madison to-wit:	State of lowa,
The Southeast Quarter (1/4) of the Northeast Quarter Thirty-three (33), and all that part of the Southwe of the Northwest Quarter (1/4) of Section thirty-four West of the public highway, all in Township Seventy Range Twenty-six (26) West of the 5th P.M., Madison	st Quarter (%) (34) lying -four (74) North,
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compared	Fee \$10.00

together with all personal property that may integrally belong to, or be or hereafter become an integral part of said real estate, and whether attached or detached (that is, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, linoleum, water heater, water softener, automatic heating equipment and other attached fixtures), and hereby granting, conveying and mortgaging also all of the easements, servient estates appurtenant thereto, rents, issues, uses, profits and right to possession of said real estate, and all crops raised thereon from now until the debt secured thereby shall be paid in full. As to any such personal property, or fixtures, or both, a Security interest hereby attaches thereto, as provided by the Uniform Commercial Code.

Said Mortgagors hereby covenant with Mortgagee, or successor in interest, that said Mortgagors hold said real estate by title in fee simple; that they have good and lawful authority to sell, convey and mortgage the same; that said premises are Free and Clear of all Liens and Encumbrances Whatsoever except as may be above stated; and said Mortgagors Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

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.

CONDITIONED HOWEYER. That if said Mortgagors shall pay or cause to be paid to said Mortgagee, or his successor in interest, said sum of money which shall be legal tender in payment of all debts and dues, public and private, at time of payment, all at the time, place, and upon the terms provided by onel promissory note of Mortgagors to Mortgagee, of even date herewith, and shall perform the other provisions hereof, then these presents will be void, otherwise to remain in full force and effect.

- 1. TAXES. Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against said property, or any part thereof, before same became delinquent, without notice or demand; and shall procure and deliver to said Mortgagee, on or before the fifteenth day of April of each year, duplicate receipts of the proper officers for the payment of all such taxes and assessments then due.
- 2. INSURANCE. Mortgagors shall keep in force insurance, premiums therefor to be prepaid without notice or demand, against loss by fire, tornado and other hazards, casualties and contingencies as Mortgagee may require on personal property, as herein referred to, and on all buildings and improvements on said premises, in companies to be approved by Mortgagee in an amount not less than the full insurable value of such personal property and improvements, or not less than the unpaid balance herein, whichever amount is smaller, with such insurance payable to Mortgagers and Mortgagee, as their interests may appear. Mortgagors shall promptly deposit such policies with proper riders with the Mortgagee.
 - 3. REPAIRS TO PROPERTY. Mortgagors shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed, ordinary wear and tear only excepted; and shall not suffer or commit waste on or to said security.
 - 4. ATTORNEY'S FEES. In case of any action, or in any proceedings in any court, to collect any sums payable or secured by this mortgage, to protect the lien of title herein of the Mortgagee, or in any other case permitted by law in which attorney fees may be collected from the Mortgagors, or charged upon the above described property, they agree to pay reasonable attorney fees.

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 5. CONTINUATION OF ABSTRACT. In event of any default herein by Mortgagors, Mortgagee may, at the expense of Mortgagors, procure an abstract of title, or continuation thereof, for said premises, and charge and add to the mortgage debt the cost of such abstract or continuation with interest upon such expense at the highest legal rate applicable to a natural person; or if the Mortgagor is a corporation. then at the default rate provided in the note secured hereby.
- 6. ADVANCES OPTIONAL WITH MORTGAGEE. It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, Mortgagee (whether electing to declare the whole mortgage due and collectible or not), may (but need not) effect the insurance above provided for, and need not, but may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon at the highest legal rate applicable to a natural person (or, if the Mortgagor is a corporation, then at the default rate provided in the note secured hereby) from time of payment shall be a lien against said
- 7. ACCELERATION OF MATURITY AND RECEIVERSHIP. And it is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, or any other advance or obligation which may be secured hereby or any agreed protective disbursement, such as taxes, special assessments, insurance and repairs, or if Mortgagors shall suffer or commit waste on or to said security, or if there shall be a failure to comply with any and every condition of this mortgage, then, at the option of the Mortgagee, said note and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due and shall become collectible at once by foreclosure or otherwise after such default or failure, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the Mortgagee appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the agreed, that after any default in the payment of either principal or interest such sums in default secured by this mortgage shall draw interest at the highest legal rate applicable to a natural person; or if the Mortgagor is a corporation then at the default rate provided in the note secured hereby. the note secured hereby.
- 8. DEFINITION OF TERMS. Unless otherwise expressly stated, the word "Mortgagors", as used herein, includes successors in interest of such "Mortgagors"; the word Mortgagee", as used herein, unless otherwise expressly stated includes the successors in interest of such "Mortgagee". All words referring to "Mortgagors" or "Mortgagee" shall be construed to be of the appropriate gender and number, according to the context. This construction shall include the acknowledgment hereof.

9. The address of the I	morigagee is		(Street and Number)		
(City)	(State	e) .	(Zip Code)	(See last sentence of	Section 447.9 Code of Iowa
10. ADDITIONAL PROVIS ates if desired) ² The princi	IONS. The foll pal obligation he	owing additional rein, the one pro	provisions are hereb omissory note above i	by incorporated herein: referred to is payable	(Insert due date or du \$ a
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TATE OF IOWA,	Polk		OUNTY, ss:	hafaa aa iba	
	day of Ap		and the second s	, before me, the	undersigned, a Notar
ublic in and for the State Jerry T. Shor	of lowa, perso	nally appeared rah E. Sh	ort, husbar	nd and wife,	
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o me known to be the id	entical persons	named in and	who executed th	e foregoing instrum	ent, and acknowledge
hat they executed the san					
			Louis	ue V	ley

).4 and 10.5.									X
IOWA MORTGAGE	MORTGAGE	From	2	Filed for record the 17 day	of Way, A. D. 1988, 9:51 o'clock A.M., and recorded in	Book 150 of Mortgages on page 3/9 of Wald and County Records.	Mary & Welty Recorder By Shully Herry Deputy	WHEN RECORDED RETURN TO	3501 Westernander