

For use only in consumer loans.
NOT to be used for first mortgage
on land being acquired with proceeds.

Consumer Mortgage
IBA No. 57

CONSUMER MORTGAGE

THIS MORTGAGE, made this 27 day of December, 1988
between James B. Tracy ("Mortgagor") and
of Madison and State of Iowa, and The City of Winterset
Mortgagee, of the County of Madison and State of Iowa.

WITNESSETH: That Mortgagors, in consideration of
Twenty five hundred DOLLARS (\$2500.00)
loaned by Mortgagee to one Mortgagor or both Mortgagors and evidenced by a promissory note in such amount (hereinafter together with all renewals and
substitutions thereof and additions thereto, called the "mortgage note") do hereby SELL, CONVEY and MORTGAGE unto Mortgagee the following described
real estate situated in the County of Madison, State of Iowa, to-wit:

The North 73ft.5in. of the East 1/2 of lot 18 of Hutchings Addition,
to the City of Winterset, Madison County, Iowa.
834 South 7th Ave.

COMPUTER



FILED NO. 1530
BOOK 152 PAGE 199

1989 JAN 31 PM 1:34

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

RELEASED 3-12-99 SEE
RECORD 2012 PAGE 295

Fee \$10.00

together with all buildings and improvements thereon and all personal property which may integrally belong to, or be or hereafter become an integral part of
said real estate, and whether attached or detached (including but not limited to light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows,
storm doors, screens, linoleum, attached carpet, water heater, water softener, automatic heating equipment, air conditioning and other attached fixtures),
and together with all easements and servient estates appurtenant thereto, rents, issues, uses, profits and right to possession of said real estate (all of the
foregoing real estate, personal property and property interests hereinafter called the "mortgaged property"). As to such of the mortgaged property which
may be personal property, Mortgagors grant Mortgagee a security interest pursuant to the Uniform Commercial Code of Iowa.

Mortgagors hereby covenant with Mortgagee that Mortgagors hold clear title to said personal property and title in fee simple to said real estate; that
Mortgagors have good and lawful authority to sell, convey and mortgage the mortgaged property; that the mortgaged property is free and clear of all liens
and encumbrances whatsoever except a first mortgage held by _____

dated _____, 19____,
in the original principal amount of \$ _____; and said Mortgagors covenant to warrant and defend the mortgaged property
against the lawful claims of all persons whomsoever.

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

CONDITIONED, HOWEVER, that if Mortgagors shall pay or cause to be paid to Mortgagee when due the mortgage note and all other obligations secured
as set forth in paragraph 1 below, then this Mortgage will be void, otherwise to remain in full force and effect.

1. OBLIGATION SECURED. This Mortgage shall secure the payment and performance of the mortgage note, and other amounts which may become
due under this Mortgage by reason of sums advanced by Mortgagee or otherwise, and all obligations of Mortgagors under this Mortgage. This Mortgage
shall also secure the performance of the covenants and agreements and indebtedness of Mortgagors or either of them to Mortgagee, whether now exist-
ing or hereafter incurred, of every kind and character, direct or indirect, and whether such indebtedness is from time to time reduced and thereafter in-
creased or entirely extinguished and thereafter reincurred; provided, however, that indebtedness (other than indebtedness arising under the mortgage
note or this Mortgage) incurred in a "consumer credit transaction" as defined in the Iowa Consumer Credit Code shall not be secured by this Mortgage.

2. TAXES. Mortgagors shall pay each installment of all taxes and special assessments of every kind which now or hereafter may become a lien
against the mortgaged property or any part thereof before same becomes delinquent, without notice or demand; and shall procure and deliver to
Mortgagee promptly after the due date of each such installment duplicate receipts of the proper officers for the payment of all such taxes and assessments
then due.

3. 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 the mortgaged property in companies to be approved by Mortgagee in an
amount not less than the full insurable value of the mortgaged property with such insurance payable to Mortgagors and Mortgagee as their interests may
appear. Mortgagors shall provide Mortgagee with evidence of such insurance as Mortgagee may request.

4. REPAIRS TO PROPERTY. Mortgagors shall keep the mortgaged property in as good repair and condition as same may now be or as hereafter
improved, ordinary wear and tear only excepted, and shall not suffer or commit waste on or to the mortgaged property.

5. CONTINUATION OF ABSTRACT. In event of any default by Mortgagors, Mortgagee may, at the expense of Mortgagors, procure an abstract
of title or continuation thereof for the mortgaged property and charge and add to the mortgage note the cost of such abstract or continuation with interest
upon such expense at the rate specified in the mortgage note.

6. ADVANCES OPTIONAL WITH MORTGAGEE. If the insurance above provided for is not properly effected, or if taxes or special assessments
against the mortgaged property shall become delinquent, or if Mortgagors fail to make timely payments on any first mortgage referred to above, Mortgagee
(whether electing to declare the entire unpaid balance of the mortgage note due and collectible or not), may (but need not) effect the insurance above
provided for, may (but need not) pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived by
Mortgagors), and may (but need not) pay amounts due on any such first mortgage, and all such payments with interest thereon at the rate specified in the
mortgage note shall be paid by Mortgagors to Mortgagee upon demand and may at any time at Mortgagee's option be added to the mortgage note.

7.1 ACCELERATION OF MATURITY AND RECEIVERSHIP. If default shall be made in the payment of the mortgage note or any part of the interest
thereon, or in the payment or performance of any other obligation secured by this Mortgage, or if there shall be a failure to comply with any condition
of this Mortgage, then, at the option of Mortgagee, after any notice required by law, said mortgage note and the whole of the obligations secured by this
Mortgage shall become due and shall become collectible at once by foreclosure or otherwise after such default of failure, and at any time after the com-
mencement of an action in foreclosure or during the period of redemption, the court having jurisdiction of the case may, at the request of the Mortgagee,
appoint a receiver to take possession of said property and of the rents and profits accruing therefrom and to rent the same as he may deem best for the
interest of all parties concerned and shall be liable to account to Mortgagors only for the net profits after application of rents, issues and profits upon the
costs and expenses of the receivership and foreclosure and the mortgage note and other obligations secured by this Mortgage.

7.2 SIX MONTH AND 60 DAY PERIOD FOR REDEMPTION. If the mortgaged property is less than ten acres in size and if Mortgagee waives in
any foreclosure proceedings 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 mortgaged 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.

8. TRANSFER OF MORTGAGED PROPERTY. If all or any part of the mortgaged property or any interest therein is sold or transferred without
Mortgagee's prior written consent, Mortgagee may, at Mortgagee's sole option, declare the mortgage note and any other obligation secured by this Mortgage
immediately due and payable.

9. DEFINITION OF TERMS. Unless otherwise expressly stated, the word "Mortgagors" as used herein includes successors and assigns of such
"Mortgagors"; the "Mortgagee" as used herein unless otherwise expressly stated includes the successors and assigns of such "Mortgagee." All words
referring to "Mortgagor" or "Mortgagee" shall be construed to be of the appropriate gender and number according to the context. This construction shall
include the acknowledgment hereof. All obligations of Mortgagors under this Mortgage shall be joint and several.

10. FINAL PAYMENT OF PROMISSORY NOTE. The date of the final payment of the mortgage note is _____

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 axes, 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. ADDITIONAL PROVISIONS.

IN WITNESS WHEREOF, said Mortgagors have executed this Mortgage the day and year first above written.

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.

Jim Tracy Mortgageor
Mortgagor

STATE OF IOWA

COUNTY OF Madison) SS:

On this 27 day of December, 19 88, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jim Tracy

_____ 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.

Lorraine Kile
Notary Public in and for said County and State

LORRAINE KILE
8/19/91

WHEN RECORDED, RETURN TO:

IOWA MORTGAGE

No. 1530

REAL ESTATE
MORTGAGE

From

To

Filed for record the 31 day of January, A. D. 19 89
1:34 o'clock P. M., and recorded in
Book 152 of Mortgages on page 199
of Madison County Records.
By Mary E. Meltz Recorder
Betty M. Mubbs Deputy Clerk

WHEN RECORDED RETURN TO