

se this form only when a 12-month redemption is desired. Use Form the six-month period and 60-day



## REAL ESTATE MORTGAGE-IOWA

| rlham Savings Ba                               |   | , and  | Mortgagor  |
|--|---|--|--|
| rlham Savings Ba                               |   |  |  |
|  |   |  |  |
|  |   | · · · · · · · · · · · · · · · · · · ·                              | Mortagee   |
| Madison  | _, and State of   | Iowa   | -  |
| e said Mortgagors in                           | n consideration of _  | Seventy five the   | ousand one hundred   |
| )  |   |  | DOLLAR   |
| d by Mortgagee, reci                           | eived by Mortgagor  | s and evidenced by   | the promissory note here   |
| ese presents SELL, C                           | ONVEY AND MO  | RTGAGE, unto the s   | aid Mortgagee  |
| ·  |   |  |  |
|  |   |  |  |
| state situated in the C                        | County of   | Madison  | State of lowe  |
|  | •   |  |  |
|  |   |  |  |
| Southwest Ouar                                 | ter (1) of Section  | n Twenty_three (   | 23) in Township  |
| of Dange Twenty                                | . oight (20) Was  | t of the 5th DM  | Madison County Id  |
| of Kange Twenty                                | y-eight (26) wes  | t of the July 1 atvis  | madison county, ic   |
|  |   |  |  |
| Southeast Ouar                                 | 4 (1) amal Aba T  | East Ten (IN) Acr  |  |
|  | ter (÷) and the r   |  | es of the South  |
|  |   |  |  |
| West Half $(\frac{1}{2})$ of                   | the Southeast C   | Quarter $(\frac{1}{4})$ of Sec                                     | tion Twenty-two (22  |
| West Half $(\frac{1}{2})$ of                   | the Southeast C   | Quarter $(\frac{1}{4})$ of Sec                                     | tion Twenty-two (22<br>5th P.M., Madison   |
| West Half $(\frac{1}{2})$ of                   | the Southeast C   | Quarter $(\frac{1}{4})$ of Sec                                     | tion Twenty-two (22<br>5th P.M., Madison   |
| West Half $(\frac{1}{2})$ of (76) North, Range | the Southeast C   | Quarter $(\frac{1}{4})$ of Sec (28) West of the                    | tion Twenty-two (22<br>5th P.M., Madison   |
| West Half (½) of<br>(76) North, Rang<br>AGESEE | the Southeast C   | Quarter $(\frac{1}{4})$ of Sec                                     | tion Twenty-two (22<br>5th P.M., Madison   |
| West Half $(\frac{1}{2})$ of (76) North, Range | the Southeast C   | Quarter $(\frac{1}{4})$ of Sec (28) West of the                    | tion Twenty-two (22<br>5th P.M., Madison<br>FILED NO<br>BOOK 152 PAGE 2  |
| West Half (½) of<br>(76) North, Rang<br>AGESEE | the Southeast C   | Quarter $(\frac{1}{4})$ of Sec (28) West of the                    | tion Twenty-two (22<br>5th P.M., Madison   |
| West Half (½) of<br>(76) North, Rang<br>AGESEE | the Southeast C   | Quarter $(\frac{1}{4})$ of Sec (28) West of the                    | tion Twenty-two (22 5th P.M., Madison 153 FILED NO BOOK 152 PAGE 2 1989 JAN 31 PM 3:   |
| West Half (½) of<br>(76) North, Rang<br>AGESEE | the Southeast C   | Quarter $(\frac{1}{4})$ of Sec (28) West of the                    | tion Twenty-two (22 5th P.M., Madison  153 FILED NO BOOK 152 PAGE 2  1989 JAN 31 PM 3:  MARY E. WELT RECORDER  |
| West Half (½) of (76) North, Range AGESEE      | the Southeast C<br>ge Twenty-eight  | Quarter (\frac{1}{4}) of Sec (28) West of the COMPUTER             | tion Twenty-two (22 5th P.M., Madison 153 FILED NO BOOK 152 PAGE 2 1989 JAN 31 PM 3:   |
| West Half (½) of<br>(76) North, Rang<br>AGESEE | the Southeast C   | Quarter (\frac{1}{4}) of Sec (28) West of the COMPUTER             | tion Twenty-two (22 5th P.M., Madison  153 FILED NO BOOK 152 PAGE 2  1989 JAN 31 PM 3:  MARY E. WELT RECORDER  |
| West Half (½) of (76) North, Range AGESEE      | the Southeast C<br>ge Twenty-eight  | Quarter (\frac{1}{4}) of Sec (28) West of the                      | Tion Twenty-two (22) 5th P.M., Madison  153 FILED NO BOOK 152 PAGE 2  1989 JAN 31 PM 3:  MARY E. WELT RECORDER MADISON COUNTY. II  |
| 2        | by Mortgagee, reconse presents SELL, Contact situated in the Contact Security of Range Twenty | tate situated in the County of  Southwest Quarter (1/4) of Section | by Mortgagee, received by Mortgagors and evidenced by see presents <b>SELL</b> , <b>CONVEY AND MORTGAGE</b> , unto the set at a situated in the County of Madison  Southwest Quarter (1/4) of Section Twenty-three (of Range Twenty-eight (28) West of the 5th P.M., |

together with all personal property that may integrally belong to, or be or hereafter become an integral part of said real estate, and whether tached 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.

Lairial saler and that by signing this connact ne derstand that there are easily party and exempt in

មកសត្ថនៃស្ត្របក្សស្ត្រស្នាំ នេះ (ទី១ភូមិ)

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 HOWEVER. 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 one<sup>1</sup> 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 Mortgagors 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.

| procure an abstract of title, or conti  | nuation thereof, for sai<br>expense at the highest  | any default herein by Mortgagors, Mortgagee may, at the expense of Mortgagors<br>nid premises, and charge and add to the mortgage debt the cost of such abstract o<br>st legal rate applicable to a natural person; or if the Mortgagor is a corporation<br>ereby.   |
|---|---|--|
| not promptly effected, or if the tax electing to declare the whole mortg not, but may and is hereby authoris expressly waived), and all such pa   | es or special assessmen<br>age due and collectibl<br>ted to pay said taxes of<br>yments with interest t   | It is expressly understood and agreed that if the insurance above provided for ints assessed against said property shall become delinquent, Mortgagee (whéthe ble or not), may (but need not) effect the insurance above provided for, and need and special assessments (irregularities in the levy or assessment of said taxes being thereon at the highest legal rate applicable to a natural person (or, if the Mort ed in the note secured hereby) from time of payment shall be a lien against said   |
| or any part of the interest thereon, such as taxes, special assessments, shall be a failure to comply with at of the indebtedness secured by the shall become collectible at once the at any time after the commencement case shall, at the request of the Macruing therefrom, and to rent of to account to said Mortgagors only receivership and foreclosure and agreed, that after any default in the | or any other advance insurance and repairs by and every condition is mortgage, including by foreclosure or othe nt of an action in fore ortgagee appoint a rercultivate the same a form of the net profits, the indebtedness, chairs payment of either profits. | VERSHIP. And it is agreed that if default shall be made in the payment of said note or obligation which may be secured hereby or any agreed protective disbursements, or if Mortgagors shall suffer or commit waste on or to said security, or if them not this mortgage, then, at the option of the Mortgagee, said note and the whole all payments for taxes, assessments or insurance premiums, shall become due and erwise after such default or failure, and without notice of broken conditions; and eclosure, or during the period of redemption, the court having jurisdiction of the eceiver to take immediate possession of said property, and of the rents and profit as he may deem best for the interest of all parties concerned, and shall be liable after application of rents, issues and profits upon the costs and expenses of the arges and expenses hereby secured and herein mentioned. And it is hereb principal or interest such sums in default secured by this mortgage shall draw in beerson; or if the Mortgagor is a corporation then at the default rate provided in |
| of such "Mortgagors": the word M  | ortgagee", as used her<br>to "Mortgagors" or<br>astruction shall include  |  |
| 9. The address of the Mo  | rtgagee is  | 5 Chestnut P.O. Box 426 (Street and Number)  |
| Earlham   | Iowa  | 50072  |
| (City)  | (State)   | (Zip Code) (See last sentence of Section 447.9 Code of Iowa.   |
|   | l understand the protected from the judicial sale; an voluntarily give uproperty with responsession 1-31-89   | that homestead property is in many cases he claims of creditors and exempt from nd that by signing this contract, I up my right to this protection for this pect to claims based upon this contract.   |
| ,   | Date  | Signature  |
|   | 1-31-89   | X margaret A. Jurgenson.   |
|   | Date  | Signature  |
| IN WITNESS WHEREO   | F. said Mortgagors  | s have here unto set their hands the day and year first above written.   |
|   | • • sara morrgagors   |  |
|   |   | William O. Jurgerson William O. Jurgerson  |
| <b>**</b>   |   | William O. Jurgensen   |
|   |   | •  |
|   |   | Margaret A. Jurgensen Mortgagors   |
| STATE OF IOWA,M   | adison  | COUNTY, ss:<br>/, A. D. 19_ <u>89</u> _, before me, the undersigned, a Notary  |
|   |   |  |
| Public in and for the State of  |   | ·  |
| A. Jurgensen, h   |   |  |
| por land to be the identi   | cal persons named   | d in and who executed the foregoing instrument, and acknowledged act and deed.   |
| that they executed the same a   | as their volunta <b>ry a</b>  | act and deed.  |
| 9   |   | Male Co for  |
|   | Randal G. B   | Baird Notary Public in and for said County and State   |
| Only one original promissory note i   |   |  |
| maturity date or dates in the original no   | te a matter of public rec   | onstitutes a long term transaction (over ten years), consider the advisability of making the ecord by insertion in this mortgage. See lowa Land Title Examination Standards. Problems  |
|   |   |  |
| <b>(</b> ). (1)   |   |  |
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From

Filed for record the 31 day

of January A. D. 19 89

of January A. D. 19 89

of January A. D. 19 89

of Madison County Records in

Book 152 of Mortgages on page 206

Madison County Records.

WHEN RECORDED RETURN TO

EARLHAM SAVINGS BANK

EARLHAM, 10WA 50072