

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
period.



REAL ESTATE MORTGAGE-IOWA

This Indenture made this 31st day of January, A. D. 19 89
between William O. Jurgensen and Margaret A. Jurgensen, husband and wife

Mortgagors
of the County of Madison, and State of Iowa, and
Earlham Savings Bank

Mortgagee,
of the County of Madison, and State of Iowa

WITNESSETH: That the said Mortgagors in consideration of Seventy five thousand one hundred
ninety and no/100 DOLLARS
(\$ 75,190.00) loaned by Mortgagee, received by Mortgagors and evidenced by the promissory note here-
inafter referred to, do, by these presents **SELL, CONVEY AND MORTGAGE**, unto the said Mortgagee

the following described Real Estate situated in the County of Madison, State of Iowa,
to-wit:

The East Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-three (23), in Township
Seventy-six (76) North, of Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

The East Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) and the East Ten (10) Acres of the South
Fifty (50) Acres of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-two (22)
in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison
County, Iowa.

FOR RELEASE OF ANNEXED MORTGAGE SEE
MORTGAGE RECORD 152 PAGE 382

COMPUTER

FILED NO. 1535
BOOK 152 PAGE 206
1989 JAN 31 PM 3:05

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
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 prem-
ises 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 prem-
ises, 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, at all the time,
place, and upon the terms provided by one¹ 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 Mort-
gagee, 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 in-
surance 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 col-
lected from the Mortgagors, or charged upon the above described property, they agree to pay reasonable attorney fees.

