

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 16th day of June, 1989,  
between Kenneth D. Smith ("Mortgagor") and  
Cathy A. Smith ("Mortgagor") of the County  
of Madison and State of Iowa, and  
FARMERS & MERCHANTS STATE BANK, Winterset, IA 50273

Mortgagee, of the County of Madison and State of Iowa.  
WITNESSETH: That Mortgagors, in consideration of Four thousand nine hundred forty-three and 20/100  
----- DOLLARS (\$4,943.20)  
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:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 32, Township  
76 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described  
as: Commencing at the Northwest corner of Section 32, Township 76 North, Range 28 West  
of the 5th P.M., thence along the North line of said section on an assumed bearing of  
the North 90°00'00" East, 1516.18 feet to the point of beginning; thence South 00°04'12"  
West 353.20 feet; thence South 89°57'19" East 200.17'; thence North 00°04'12" East 353.36 feet  
to the North line of said Section; thence North 90°00'00" West 200.17 feet to the Point of  
Beginning, containing 1.623 acres, more or less including public road, and 1.470 acres, more  
or less excluding road.

**COMPUTER** **Compared**

IND.  **2499**  
REC.  **89 JUN 21 PM 1:31**  
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Fee \$10.00 **BOOK 153 PAGE 293**

**MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA**

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 Farmers and Merchants State Bank

dated November 10, 1987,  
in the original principal amount of \$ 26,932.33; 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.

FOR RELEASE OF ANNEXED MORTGAGE SEE  
MORTGAGE RECORD 154 PAGE 398

