

STATE OF IOWA, ss. Inst. No. 568 Filed for Record this 26 day of September 1989 at 11:15 AM  
MADISON COUNTY, Book 153 Page 743 Recording Fee 5.00 Mary E. Welly, Recorder By *m welly*

MORTGAGEE

FORD MOTOR CREDIT COMPANY

*Compared*

4500 Merle Hay Rd., Des Moines, IA 50310

NUMBER AND STREET

CITY

COMPUTER

NAME AND ADDRESS OF MORTGAGOR(S)

Donald L. Ekleberry and Johnna J. Ekleberry,  
Husband and Wife as Joint Tenants  
205 North West St.  
Truro, IA 50257

ACCOUNT NUMBER:

LOAN DATE: 9/25/89

TOTAL OF PAYMENTS: \$11,047.68

The undersigned, being the Mortgagors identified above, do hereby by these presents grant, bargain, sell and convey unto the above named Mortgagee, its successors and assigns forever, the following described real estate situated in the County of Madison, Iowa, to wit:

Lot 4 and the South 52 1/4 feet of Lot 3 in LIKENS ADDITION to Town of Truro formerly called Ego, Madison County, Iowa excepting the West 80 feet of said Lot 4 and excepting the West 80 feet of the South 52 1/4 feet of said Lot 3, Madison County, Iowa, locally known as 205 North West St., Truro, IA 50257.

together with all rights, privileges, easements, buildings and appurtenances attached or belonging thereto, the rents, issues, use and profits of said land and the crops raised thereon; **TO HAVE AND TO HOLD** the premises above described, together with all improvements and appurtenances thereto belonging, unto said Mortgagee and to its successors and assigns forever, said Mortgagors hereby covenanting that the above-described premises and all rents, use and issues of said land and the crops thereon are free from any liens and encumbrances except

United Federal Savings & Loan

Recorded: 10/19/79

Book: 132 Page: 276

\$33,600.00

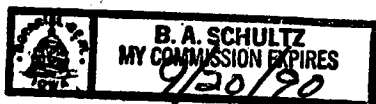
and Mortgagors warrant and defend the title unto Mortgagee, its successors and assigns, against all persons whomsoever lawfully claiming the same except as hereinabove stated. Conditioned, however, that if Mortgagors shall pay or cause to be paid unto said Mortgagee, its successors or assigns, the total of payments, at the time, place and upon the terms provided by one certain promissory note—security agreement of even date herewith, together with all other indebtedness that may be now or hereafter owing to said Mortgagee by said Mortgagors; and Mortgagors shall perform the other provisions hereof, then these presents will be void, otherwise to remain in full force and effect.

Mortgagors shall neither permit nor commit waste on said premises, shall keep the buildings upon said premises insured against loss by fire, lightning and extended coverage in a company and by policies approved by Mortgagee in an amount to be determined by Mortgagee but not more than an amount sufficient to protect the security, shall pay taxes and assessments as they become due and before they become delinquent, and in the event of Mortgagors' failure so to do, Mortgagee may pay such sums as may be necessary for the protection of its lien which sums shall be added to the amount secured by this Mortgage together with interest at the rate as agreed, evidenced by the promissory note—security agreement above described.

It is agreed that if default be made by Mortgagors by the failure to pay any instalment of said promissory note for more than 10 days after the instalment is due or by material breach of a covenant of said security agreement or this Mortgage, then, at the option of the Mortgagee, after notice of the right of the Mortgagors to cure default having been given where required by law and the failure of the Mortgagors thereafter to cure such default in accordance with law, said promissory note—security agreement and the whole of the indebtedness (exclusive of unearned Finance Charges) secured by this Mortgage shall become due and payable forthwith and shall become collectible at once by foreclosure or otherwise. At any time after the commencement of an action of foreclosure or during the period of redemption, the court having jurisdiction of the cause shall, at the request of the Mortgagee, appoint a receiver to take immediate possession of the said property and of the rents and profits accruing therefrom. In the event of action upon this Mortgage, Mortgagors agree to pay all costs and expenses permitted by law incident thereto, including continuation of abstract.

It is further agreed that in event this Mortgage is on real property consisting of less than 10 acres, then in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale on special execution in said foreclosure proceedings, the time of 1 year for redemption from said sale provided by the statutes of the State of Iowa, shall be reduced to 6 months, provided the Mortgagee waives in said foreclosure proceedings any rights to a deficiency judgment against the Mortgagor which may arise out of the foreclosure proceedings; also, in the event the court in the decree of foreclosure finds affirmatively that the mortgaged premises have been abandoned by the owners and those personally liable under the Mortgage at the time of such foreclosure and the Mortgagee waives any rights to a deficiency judgment against the Mortgagors or their successors in interest in the foreclosure action, then the period of redemption after such foreclosure shall be reduced to sixty (60) days; all as provided in Chapter 628 of the Code of Iowa as Amended.

IN WITNESS WHEREOF, said Mortgagors have executed this instrument as of the Loan Date shown above.



Mortgagors

X *Donald L. Ekleberry*  
Donald L. Ekleberry (Print name below signature)

X *Johnna J. Ekleberry*  
Johnna J. Ekleberry (Print name below signature)

STATE OF IOWA )

COUNTY OF Polk )

ss:

On this 25th day of September, 1989, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Donald L. Ekleberry and Johnna J. Ekleberry to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

*B.A. Schultz*  
Notary Public for and for the State of Iowa