



New Brewer Real Estate Mortgage and Security Agreement

\$15.00 38116746 11-9-89 8/23 19 89

Eugene L. Conrad and Norma W. Conrad "Mortgagors"

hereby mortgage to Midwest Construction & Supply Inc.

1601 S. TAYLOR Mason City, Iowa 50401

"Mortgagee" the following described property situated in Madison County, Iowa (the "Premises")

Lot One (1) and the North Half (1/2) of Lot Two (2), Block Three (3), Nicholson's Addition, City of Earlham, Madison County, Iowa.

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Compared

89 DEC -7 AM 9: 17

This Deed is given in fulfillment of a real estate contract, as shown in Deed Record 36, page 395, of the records in the office of the County Recorder of Madison County, Iowa.

MARY E. WELTY RECORDER MADISON COUNTY, IOWA Fee \$10.00

together with all estates appurtenant thereto and rents and profits therefrom and together with all personal property that may intergrally belong to, or be or hereafter become an integral part of the Premises, and whether attached or detached.

Said mortgage and security agreement secure payment of all sums due under an installment sale contract, note, or other evidence of indebtedness (the "Obligation") of even date herewith for goods or services, or both, to be delivered or performed, or both, with respect to the Premises. The Obligation has a maturity date of November 6, 1994.

This instrument is also a fixture filing under the Iowa Uniform Commercial Code with respect to the following goods which are to become fixtures on the Premises: (List by item or type)

ONE windows & Siding

The Mortgagors agree:

1. The Mortgagors (check one)

Known the Premises in fee simple; they have good right and lawful authority to mortgage the same; and the Premises are free from all liens and encumbrances other than a mortgage now held by

are the equitable owners of the Premises, subject to the rights of as contract-seller under a certain real estate contract dated the day of 19, and recorded in the office of the county recorder, at Book Page; they have good right and lawful authority to mortgage the same; and the Premises are free from all liens and encumbrances other than a mortgage now held by

2. The Mortgagors will pay the principal of and the interest on the Obligation at the times and in the manner therein provided.

3. The Mortgagors will keep the improvements now existing or hereafter erected on the Premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amount and for such periods as it may require and will pay promptly, when due, any premiums on such insurance.

4. The Mortgagors agree to pay any taxes, assessments, levies and encumbrances of every nature heretofore or hereafter assessed against the Premises before they have become delinquent, and if the same be not promptly paid before they become delinquent, the Mortgagee or its representative may at any time pay the same and the official receipts for monies so paid shall be conclusive proof of the validity and amount of such taxes and assessments.

5. If now or hereafter demanded, the Mortgagors agree to pay the Mortgagee additional monthly installments equal to one-twelfth of such amount as the Mortgagee shall estimate to be required for the purpose of accumulating a fund with which to pay, when due, taxes, assessments and premiums on insurance policies.

6. If the taxes are not paid or the insurance not kept in force by Mortgagors, Mortgagee may pay such taxes and keep the property insured and recover immediately from Mortgagors the amount so expended or, at its option, add the same to the Obligation secured hereby.

7. Mortgagors shall not sell, assign, encumber or transfer the Premises or the fixtures without the prior written consent of the Mortgagee. No waiver of this provision shall be effective unless in writing and signed by the Mortgagee.

8. Mortgagors shall keep the Premises in safe and good repair and condition and shall not commit waste or permit impairment or deterioration of the Premises.

9. If this mortgage is released of record, the release thereof shall be filed and recorded at the expense of the Mortgagors.

10. If Mortgagors fail to make a payment within 10 days of the time required by the Obligation or fail to observe any covenant of the transaction evidenced by the Obligation and this mortgage and security agreement, breach of which materially impairs the condition, value or protection of or the Mortgagee's right in any collateral or real property securing the transaction, or materially impairs the Mortgagors' prospect to pay amounts due under the transaction, the Mortgagors shall be in default and the Mortgagee may proceed to enforce its rights as provided by law.

11. It is further agreed that in the event of foreclosure of this mortgage and sheriff's sale of the property involved, the period of redemption from said sale shall be reduced to six (6) months, at the option of the Mortgagee, if the Mortgagee waives in said foreclosure proceedings any rights to deficiency judgment against Mortgagors which may otherwise have arisen out of said foreclosure proceedings. It is further agreed, under Chapter 628, Code of Iowa, as amended, that in the event of such foreclosure, and in the event of the finding by court decree in such foreclosure that the real estate hereinabove set out has been abandoned by the owners and persons personally liable under the mortgage at the time of foreclosure, the period of redemption from foreclosure sale will be reduced to sixty (60) days. In such event the Mortgagee waives rights to a deficiency judgment against the Mortgagors or their successors in interest, subject to the other provisions of the above referenced law as amended.

12. If at any time all or any portion of the above-described mortgaged property shall be taken or damaged by condemnation proceedings under the power of eminent domain, all compensation awarded shall be paid directly to the Mortgagee and applied on the indebtedness hereby secured, subject to the rights of any senior lienholder or contract seller.

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