90 MAR 21 PM 1: 22

_; and said Mortgagors convenant to warrant and defend the mortgaged property

For use only in consumer loans. NOT to be used for first mortgage on land being acquired with proceeds.

CONSUMER MORTGAGE

THIS	S MORTGAGE, made this	19th	_ day of	March		_{, 19} _90
between	Marvin Kent M	<u>cCuddin</u>	,			("Mortgagor") and
	Karen G. McCu	ddin, husband	and wife		<u> </u>	("Mortgagor") of the Count
of	Madison	and State	e of lowa, and $_$	United	Federal Savings	Bank of lowa
Mortgage	ee, of the County of	Madison		and State of lo		
WIT	NESSETH: That Mortga	gors, in consideration (of <u>Twenty I</u>	<u>wo Ihousar</u>	nd and no/1UU	00 000 00
						(\$ 22,000.00
and subs	stitutions thereof and addi	tions thereto, called the	e "mortgage note	e") do hereby SE	LL, CONVEY and MORT	ereinafter together with all renewal GAGE unto Mortgagee the followin
describe	d real estate situated in th	ne County of	Madison		, State of Iowa, to-wit:	
	Lots One (1), T in Block One (1 Madison County, Northeast Corne to the right of) of Beaver & Iowa; and al er of Lot One way of the o	Patton's so a tract (1) of sai ld Des Moi	Addition to of land of	to St. Charles, commencing at th nd running then ansas City Rail:	ne ce East coad
	Company, thence to a point dire thence West to	ctly East of	the Southe	east corner	of said Lot Or	ne (1),
	to the place of		granz	MA	ARY E.WELTY RECORDER	FILED NO. 1861
	RECO	RD 9 PA	GE 584	וטאניו	SON COUNTY, IOWA	BOOK 156 PAGE 15
	$\langle \cdot \rangle$	•			Fee \$10.00	QUANTO I DM 1. 22

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

none all liens and encumbrances whatsoever except a first mortgage held by . dated

in the original principal amount of \$_

against the lawful claims of all persons whomsoever.

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 existing or hereafter incurred, of every kind and character, direct or indirect, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred; provided, however, that indebtedness (other than indebtedness arising under the mortgage note of this Mortgage) incurred in a "consumer credit transaction" as defined in the lowa Consumer Credit Code shall not be secured by this

NOTICE: This mortgage secures credit in the amount of \$ 22,000.00 . Loans and advances up to this amount, together with

interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

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 Mortgagee as their interests

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) pay said taxes being expressly waived to the level of the level of said taxes being expressly waived. 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 commencement 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 PERIOD FOR REDEMPTION. It is further agreed that in the event of foreclosure of this mortgage and Sheriff's sale of the property involved, the Mortgagee may at its option elect to reduce the redemption period to six (6) months pursuant to Section 628.26 of the Code of lowa or to such other

period as may be permitted at the time of foreclosure by the Code of lowa.

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

March 28, 2005

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 "Mortgagors" 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.

March 28, 2005 10. FINAL PAYMENT OF PROMISSORY NOTE. The date of the final payment of the mortgage note is _

STATE OF IOWA

United Bank

Winterset

REAL ESTATE

IOWA MORTGAGE