

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

MARY E.WELTY RECORDER

MADISON COUNTY, IOWA Fee \$10.00



REAL ESTATE MORTGAGE-IOWA

_	s Indenture made	this 29th ignall (single	day of	May	, /	A. D. 19 <u>90</u>
between	Albert L. W	ignail (single	⇒ /			Mortgagors
of the Coun	ty of <u>Madison</u>	and S	State of Iowa,			
			,			Mortagee,
	ty of <u>Polk</u> ESSETH: That the said M Three Thousand Tw					DOLLARS
inafter refe	00) loaned by Morred to, do, by these preser its succe	ts SELL, CONVEY	AND MOR	TGAGE, u	nto the said Mortga	agee
the following to-wit:	g described Real Estate situa	ted in the County o	f	Madison		, State of Iowa,
	Lot 4 Cunningham Rur Township 75 N Range				of Section 14	é di merim
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MORTGAGE RECORD

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 hareby 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 premises 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 premises, 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, all at the time, place, and upon the terms provided by one 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.

- I. 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 Mortgagee, 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 Mortgagoe may require on personal property, as herein referred to, and to the first the first transported by Mortgagoe in an amount not less than the full insurable

- 5. CONTINUATION OF ABSTRACT. In event of any default herein by Mortgagors, Mortgagee may, at the expense of Mortgagors, procure an abstract of title, or continuation thereof, for said premises, and charge and add to the mortgage debt the cost of such abstract or continuation with interest upon such expense at the highest legal rate applicable to a natural person; or if the Mortgagor is a corporation, then at the default rate provided in the note secured hereby.
- 6. ADVANCES OPTIONAL WITH MORTGAGEE. It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, Mortgagee (whether electing to declare the whole mortgage due and collectible or not), may (but need not) effect the insurance above provided for, and need not, but may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon at the highest legal rate applicable to a natural person (or, if the Mortgagor is a corporation, then at the default rate provided in the note secured hereby) from time of payment shall be a lien against said
- 7. ACCELERATION OF MATURITY AND RECEIVERSHIP. And it is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, or any other advance or obligation which may be secured hereby or any agreed protective disbursement, such as taxes, special assessments, insurance and repairs, or if Mortgagors shall suffer or commit waste on or to said security, or if there shall be a failure to comply with any and every condition of this mortgage, then, at the option of the Mortgagee, said note and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due and shall become collectible at once by foreclosure or otherwise after such default or failure, and without notice of broken conditions; 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 shall, at the request of the Mortgagee appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said 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 indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest such sums in default secured by this mortgage shall draw in the note secured hereby.

 8. DEFINITION OF TERMS. Holess otherwise expressly stated the word "Mortgagors", as used herein, includes successors in interest
- 8. DEFINITION OF TERMS. Unless otherwise expressly stated, the word "Mortgagors", as used herein, includes successors in interest of such "Mortgages"; the word Mortgagee", as used herein, unless otherwise expressly stated includes the successors in interest of such "Mortgages"; the word Mortgagee", as used herein, unless otherwise expressly stated includes the successors in interest of such "Mortgages".

Des moines, Ia 5031 (Sirvet and Number) (City) (Sites)	"Mortgagee". All words rete according to the context. Thi	s construction	shall include the	ortgagee" shall acknowledgmen 303 Euc	nt hereof.	be of the appropriate	gender and number	•
(Situs) (City) (City	y, the dadress of the	mortgagee			(Street	and Number)		•
IN WITNESS WHEREOF said Mortgagon have hereunto set their hands the day and year first above written. IN WITNESS WHEREOF said Mortgagon have hereunto set their hands the day and year first above written. Albert L. Wignall STATE OF IOWA Polk COUNTY, ss: On this 29th day of May Abert L. Wagnall (cangle) To me known to be the identical persons named in and who executed the foregoing instrument and state where they executed the same as their voluntery act and deed. Lyle Boeckholt Poly Or public in and for the State of lowe, personally appeared Albert L. Wagnall (cangle) To me known to be the identical persons named in and who executed the foregoing instrument and state where they executed the same as their voluntery act and deed. Lyle Boeckholt Poly Or public in and for the State of lowe, personally appeared Albert L. Wagnall (cangle) To me known to be the identical persons named in and who executed the foregoing instrument and additional persons are more than they executed the same as their voluntery act and deed. Poly Or public in and for the State of lowe, personally appeared Albert L. Wagnall (cangle) To me known to be the identical persons named in and who executed the foregoing instrument and a defered by the same as their voluntery act and deed. Poly Or public in and for the State of lowe the same as their voluntery act and deed. Or public in and for the same as their voluntery act and deed. Or public in and for the same as their voluntery act and deed.	(City)					ee last sentence of Section	n 447.9 Code of Iowa.	<u>.</u>
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Tyle Boeckholt Credit Union						······································		
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