

9. TRANSFER OF PROPERTY; ASSUMPTION. If all or any part of the Real Estate or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Real Estate is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and all notes secured by it.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration in accordance with paragraph 8.1 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgage may, without further notice or demand on Mortgagor, invoke any remedies permitted by paragraph 8.1 hereof.

10. DEFINITION OF TERMS. Unless otherwise expressly stated the word "Mortgagors", as used here, includes successors in interest of such "Mortgagors"; the "Mortgagee", as used herein, unless otherwise expressly stated, includes the successors in interest 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 acknowledgement hereof.

11. THE ADDRESS OF THE MORTGAGEE IS 1000 W. McLane, Osceola, IA 50213
(Street and Number)

(City) (State) (Zip Code)

12. ADDITIONAL PROVISIONS. The following additional provisions are hereby incorporated herein: (Insert date of final payment if desired). The date of the final payment of the principal obligation herein, the one promissory note above referred to is _____ (Date)

HOMESTEAD DECLARATION

I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract.

Dated this 8th day of August, 19 90.

Gerald W. Sudbrock, Jr.
Gerald W. Sudbrock, Jr. **Buyers - Mortgagor**

Buyers - Mortgagor

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands the day and year first above written.

Gerald W. Sudbrock, Jr.
Gerald W. Sudbrock, Jr.

MORTGAGORS

STATE OF IOWA, Clarke COUNTY, ss:

On this 8th day of August, A.D. 19 90, before me, the undersigned, a Notary Public in and for the

State of Iowa personally appeared Gerald W. Sudbrock, Jr., single

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Rick Oshel
Notary Public in and for the State of Iowa.

The undersigned borrower(s) acknowledge(s) receipt of a copy of this instrument.