

# MORTGAGE

For full and valuable consideration, receipt of which is hereby acknowledged Bradley T. Warner and  
Kim K. Warner, individually and as husband and wife

of Madison County, Iowa, hereinafter called Mortgagor, hereby sells and conveys to

FARMERS & MERCHANTS STATE BANK

a corporation organized and existing under the laws of Iowa, having its principal place of business  
and post-office address at 101 W. Jefferson, P. O. Box 29, Winterset, Iowa 50273

hereinafter called the Mortgagee: the following described real estate situated in Madison County, Iowa, to-wit:

The West Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Block  
Fourteen (14) of Pitzer & Knight's Addition to the Town  
of Winterset, Madison County, Iowa, except the North  
8  $\frac{1}{4}$  feet thereof

FILED NO: 577

BOOK 157 PAGE 291

90 SEP -7 PM 2: 18

RELEASED 9-13-96 SEE  
MORTGAGE RECORD 184 PAGE 357

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

NOTICE: This mortgage secures credit in the amount of \$47,200.00.  
Loans and advances up to this amount, together with interest,  
are senior to indebtedness to other credits under subsequently  
recorded or filed mortgages and liens.

together with all rights, privileges, easements, appurtenances, buildings, fixtures, and improvements thereon, or that may hereafter  
be erected thereon, whether attached or detached; all gas, steam or electric heating, lighting, plumbing, ventilating, water, and  
power systems, appliances, refrigeration, air conditioning, fences, trees, shrubs, shades, rods, venetian blinds, awnings, fixtures  
and apparatus; all storm and screen windows and doors, and all other fixtures; all estates, contingent or vested, including rever-  
sions; all expectancies, homestead and dower rights, or rights to statutory third, the right of possession thereof, and all other  
rights thereto belonging, or in any way now or hereafter appertaining thereto, and the rents, issues, uses, profits and income there-  
from, and all of the crops at any time raised thereon from the date of this agreement until the terms of this instrument are com-  
pleted with and fulfilled and subrogation to the rights of any holder of a lien on said property where the money loaned by mort-  
gagee to mortgagor is used to pay such lien-holder; to have and to hold the same unto the mortgagee in fee and absolutely,

conditioned, however, and subject to the provisions that if the mortgagor shall pay the sum of Forty-seven thousand  
two hundred and no/100 ----- DOLLARS (\$ 47,200.00 )  
to the mortgagee as is provided in certain promissory note or notes of even date herewith, and maturing as therein provided, with  
interest at the rate therein specified, and if mortgagor shall also have paid all other indebtedness secured by this mortgage and  
shall also fully perform all the covenants, conditions and terms of this mortgage, then these presents shall be void, otherwise to  
remain in full force and effect.

In addition to securing the above described note, this mortgage shall also be first lien security for any additional loans and  
advances for any purpose whatsoever which hereafter may be made under this mortgage by the mortgagee to the original mort-  
gagor while still record owner of the above property, said additional advances to have the same priority and rights as if made at  
this date, provided, however, that at no time shall the unpaid balances owing hereunder, including such additional advances or  
loans, exceed \$ 47,200.00 plus necessary advances for protection of the security, interest and costs. This paragraph  
shall not constitute a commitment to make additional loans in any amount.

Mortgagor, for himself, his heirs and for vendees of said real estate, hereby covenants and agrees:

1. That the mortgagor is lawfully seized of said premises in fee simple; that mortgagor has good right and lawful authority  
to sell and convey the same; that the premises are free from all liens and encumbrances; that the mortgagee shall, and is here-  
by granted the right to quietly enjoy and possess the same; and hereby warrants and covenants to defend the title to said prem-  
ises against all persons whomsoever, and not to commit or suffer waste.

2. That the mortgagor will pay the principal of and the interest on the indebtedness evidenced by the note secured hereby  
and of advances made, at the times and in the manner therein provided. A failure to comply with any one of the agreements  
hereof, including warranty of title, shall cause the whole debt, including advances, interest, attorney's fees, and costs, forthwith  
to become due and collectible if mortgagee so elects, which election may be without notice. From the date the mortgagee so elects  
to declare the mortgage due, the whole of said indebtedness shall bear interest from the date to which interest has been then  
paid at the highest legal rate applicable to a natural person, but not less than the rate provided in the note or notes secured  
hereby. Mortgagee may thereupon take possession of said property and account only for the net profits. No demand for fulfill-  
ment of broken conditions or notice of election to consider the debt due shall be necessary before commencement of suit for the  
collection of the debt hereby secured, or any part thereof, or the foreclosure of this mortgage.

3. That the mortgagor will keep the improvements now existing or hereafter erected on the mortgaged 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  
amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance. All insurance  
shall be carried in companies approved by the mortgagee and the policies and renewals thereof shall be held by it and have  
attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee, provided, however, if the mortgagee  
should at any time release the mortgagor from the obligation to deposit with mortgagee such policies and renewals thereof such  
release shall not act as a waiver of the right to in the future require such deposit. In event of loss, mortgagor will give immediate  
notice by mail to the mortgagee who may make proof of loss if not made promptly by the mortgagor, and each insurance com-  
pany concerned is hereby authorized and directed to make payment for such loss directly to the mortgagee instead of to the mort-  
gagor and the mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the mortgagee at its option,  
either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of  
foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby,  
all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. The mortgagor agrees to pay all and singular the taxes, assessments, levies and encumbrances of every nature heretofore or hereafter assessed against the above described real estate 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 moneys so paid shall be conclusive proof of the validity and amount of such taxes and assessments.

5. If now or hereafter demanded, the mortgagor agrees 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 securing said notes.

6. That if the taxes are not paid or the insurance not kept in force by mortgagor, mortgagee may pay such taxes and keep the property insured and recover immediately from mortgagor the amount so expended, and said mortgagor shall pay in case of suit, a reasonable attorney's fee, the expense of continuation of abstract, and, in fact, all expenses and attorney's fees incurred by mortgagee by reason of litigation with mortgagor, his successors, or with third parties to protect the lien of this mortgage. All moneys so paid by the mortgagee shall bear interest at the highest legal rate applicable to a natural person, but not less than that provided in the note or notes secured hereby, and shall be included as additional amounts secured by this mortgage.

7. That if this mortgage is released of record, the release thereof shall be filed and recorded at the expense of the mortgagor.

8. That the signing of this mortgage, and the note secured hereby, by the spouse of the owner is not only for the purpose of releasing dower or distributive share but also for the express purpose of creating personal liability of the spouse for the indebtedness evidenced by said note and secured by this mortgage, and that the mortgagee expressly relies upon the foregoing as a material and necessary representation and covenant by such spouse.

9. That if mortgagor fails to keep and perform any of the agreements of this instrument, or causes or suffers default herein, or thereof, in any respect, mortgagee either before commencement of suit, or at any time thereafter, shall be entitled to the possession of said property, real and personal, and shall also be entitled to the appointment of a Receiver, who shall have the power and is hereby granted absolute authority to take and hold possession of all of said property, to rent the same, and to collect the rents and profits therefrom for the benefit of mortgagee; that such Receiver shall be appointed upon the application of mortgagee by the court in which such action shall be brought, or by any judge of said court, at any time after the default of the mortgagor in any of the provisions hereof, either independently of or in connection with the commencement of foreclosure, or when suit is begun, or at any time thereafter, and such rights shall in no event be barred, forfeited or retarded by reason of delay, or of a judgment, decree, or sale ordered in any suit; and, further, such right to have such Receiver appointed upon application of said mortgagee shall exist regardless of the solvency or insolvency of the mortgagor or any of them, and irrespective of the value of said premises, or of the rents and profits thereof; that such taking of possession by the Receiver shall in no way retard collection, or the institution of suit, and the Receiver shall be held to account only for the net profits derived from said property.

10. 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 mortgagor which may otherwise have arisen out of said foreclosure proceedings. It is further agreed, under Chapter 628, Code, 1966, 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 mortgagor or his successors in interest, subject to the other provisions of the above reference law as amended.

11. 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.

12. That if more than one join in the execution hereof as a mortgagor, or any be of the feminine sex, the word mortgagor, the pronouns and relative words herein used shall be read as if written in the plural or the feminine respectively. The covenants herein contained shall bind, and the benefits and advantages inure to, the respective heirs, executors, administrators, successors, joint tenants, and assigns of the parties hereto.

13. That the mortgage and the note secured hereunder contain the entire understanding and agreement of the parties.

14. ~~Last payment on note secured hereby is due the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.~~

15. PREPAYMENT PROVISIONS, ETC.

16. "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."

Bradley T. Warner 9-7-90  
Borrower Bradley T. Warner 9-7-90 Date

Kim K. Warner 9-7-90  
Co-Borrower Kim K. Warner 9-7-90 Date

IN WITNESS WHEREOF this instrument has been signed and delivered by the persons denoted herein as mortgagor.

Dated this 7th day of September, 1990, at Winterset, Iowa

Bradley T. Warner  
Bradley T. Warner  
(typed signature)

Kim K. Warner  
Kim K. Warner  
(typed signature)

STATE OF IOWA, MADISON COUNTY, ss:

On this 7th day of September, A. D. 1990, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Bradley T. Warner and Kim K. Warner, individually and as husband and wife

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.



Nancy J. Corkrean  
Notary Public in and for said County

IOWA MORTGAGE No. \_\_\_\_\_ MORTGAGE From \_\_\_\_\_ To \_\_\_\_\_ I for record the 7 day of September, A. D. 19 90 2:18 o'clock P M, and recorded in 157 of Mortgages on page 291 Madison County Records. Deputy \_\_\_\_\_ WHEN RECORDED RETURN TO \_\_\_\_\_