

REC \$ 10.00

AUD \$ 1.00
R.M.F. \$ 1.00

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COMPILED ✓
RECORDED ✓
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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS INSTRUMENT PREPARED BY: GREEN TREE MORTGAGE
6903 VISTA DR
WEST DES MOINES, IOWA 50266

THIS INDENTURE MADE on the 24th day of January, A.D. 1997, between
Cory A. and Shelly A. Lehman, husband and wife as joint tenants of
Madison County and State of Iowa, of the first part, and
Green Tree Mortgage of
Polk County and State of Iowa, of the second part, WITNESSETH:

That the said part ies of the first part, for the consideration of
Sixty-one Thousand Two Hundred and 00/100 DOLLARS,
the receipt whereof is hereby acknowledged do by these presents GRANT, BARGAIN, SELL, and CONVEY unto the said
part y of the second, its successors and assigns forever, the following described real estate lying and being
situated in the county of Madison and state of Iowa, to-wit:

LOT 1 IN BLOCK 8 OF A.B. SHRIVER'S ADDITION TO THE CITY OF WINTERSSET,
MADISON COUNTY, IOWA.

RELEASED 01-23-98 SEE
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And, also, the rents, issues, use and profits of said land and crops raised thereon from now until the debt secured thereby shall be paid in full.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging and also said rents, issues, use and profits of said land, and the crops raised thereon, unto the said part y of the second part and to its successors and assigns forever, the said part ies of the first part hereby covenanting that the above described premises and also rents, issues, use and profits of said land, and the crops thereon, are free from any encumbrances, and mortgages will WARRANT and DEFEND the title unto the said part y of the second part, its successors and assigns, against all persons whomsoever lawfully claiming the same, provided, always, and these presents are upon this express condition that if the said mortgagors, their heirs, executors or administrators, shall pay or cause to be paid to the said Mortgagee successors or assigns, the sum of Sixty-one Thousand Two Hundred and 00/100 DOLLARS on the 24th day of January, 1997;

with interest thereon according to the tenor and effect of the \$61,200.00 promissory note _____, of the said mortgagors payable monthly, bearing date, January 24, 1997, then these presents to be void, otherwise to remain in full force.

AND IT IS ALSO AGREED that in case of default in any respect, the mortgagee _____, either before or on the commencement of an action to foreclose on this mortgage, or at any time thereafter, shall be entitled to the appointment of a receiver, who shall have the power to take and hold possession of the said premises and said crops, and to rent said premises, collect the rents and profits therefrom, for the benefit of the mortgagee _____, and such right shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such receiver appointed, upon application of the mortgagee _____, shall exist regardless of the fact of the solvency or insolvency of the debtor s or mortgagor s, and regardless of the value of the said mortgaged premises, or waste, loss and destruction of the rents and profits of said mortgaged premises, and regardless of the fact that the said mortgaged premises may be a homestead of said debtor s or mortgagor s, during the statutory period of redemption; and it is further agreed, if default shall be made in the payment of said sums of money, or any part thereof, principal or interest, or if the taxes assessed on the above described real estate shall remain unpaid for the space of three months after the same becomes delinquent, then the whole indebtedness shall become due, and the party _____ of the second part, its successors or assigns, may proceed by foreclosure, or in any other lawful modes, to make the amount of the said notes, together with all interest and costs, and all taxes and assessments accrued on said real estate, together with a reasonable fee for plaintiff's attorney, out of the aforesaid real estate.

If it also further agreed that the part ies of the first part, shall keep the improvements on said described premises insured in a reliable company to be agreed by the part y of the second part, against loss by fire, wind, lightning, and tornado, in the sum of Sixty-one Thousand Two Hundred and 00/100 DOLLARS (\$61,200.00), said policy, or policies, to be payable to the part y of the second part, the premium for said insurance policies to be paid for by said part ies of the first part.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above-described premises, and waives any right of exemption, as to any of said property.

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.

Cory Lehman
CORY A LEHMAN
Shelly A. Lehman
SHELLY A LEHMAN

IN WITNESS WHEREOF this instrument has been signed and delivered by the persons denoted herein as mortgagor. MORTGAGOR(S) ACKNOWLEDGE(S) RECEIPT OF A COPY OF THIS MORTGAGE.
Recorded and indexed both as a real estate and chattel mortgage.

STATE OF IOWA.

Polk COUNTY. } ss.

NOW, on this 24th day of January, A. D. 1997, before me,

Vincent J. McCoy Notary In and for

Polk County, State of Iowa, personally came Cory A. and Shelly A.

Lehman, husband and wife as joint tenants, to me personally known to be the identical person whose

names are affixed to the above instrument as grantors, and severally acknowledged the execution of the same

to be their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at 6903 Vista Drive on the day and date last above written.

[Signature]
Notary Public in and for Polk County, Iowa

