

REC \$ 11.00
ADD \$
S.M.F. \$ 1.00

2129

STATE OF IOWA }
MADISON COUNTY } SS

Filed for record the 10 day of Feb
A. D. 19 97 at 1:10 o'clock P.M.
Recorded in book 186 on page 775
Michelle Utsler Record

COMPUTER ✓
RECORDED ✓
COMPARED ✓

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

THIS INDENTURE MADE on the 4th day of February, A.D. 1997, between
James L. and Cynthia M. Cook, husband and wife 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
Thirty-Nine Thousand Six 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 19, except the West 4 Feet, in block 3 of Danforth's Second addition to the town
of Winterset, Madison County, Iowa, and the West 4 Feet of Lot 20 in Block 3 of
Danforth's Second addition to the original town of Winterset, Madison County, Iowa.

RELEASED 04-14-00 SEE
mtg RECORD 217 PAGE 32

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 Thirty-Nine Thousand Six Hundred and 00/100
DOLLARS on the 4th day of February, 19 97;

with interest thereon according to the tenor and effect of the \$39,600.00 promissory note _____, of the said
mortgagors payable monthly, bearing date, February 4, 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.

~~It is 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 selected by part y of the second part, against loss by fire, wind, lightning, and tornado, in the sum of
Thirty-Nine Thousand Six Hundred and 00/100 DOLLARS (\$ 39,600.00),
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.

James L Cook
JAMES L COOK
Cynthia M Cook
CYNTHIA M COOK

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.

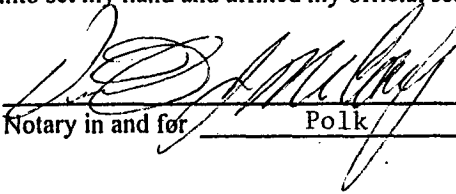
Recorded and indexed both as a real estate and chattel mortgage.

STATE OF IOWA

Polk COUNTY.

NOW, on this 4th day of February, A.D. 1997, before me, Vincent J. McCoy, a Notary in and for Polk County, State of Iowa, personally came James L. and Cynthia Cook, husband and wife, to me personally known to be the identical person s whose names are affixed to the above instrument as grantor s, and severally acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

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


Notary in and for Polk County, Iowa

