MORTGAGE

Open-End To Secure Revolving Line of Credit	
1990 This MORTGAGE ("Mortgage") made this <u>25th</u> day of <u>October</u> , x128x between <u>Richard L. Sychra AND</u>	
Marilyn K. Sychra, Husband and Wife ("Mortgagors") and	
Brenton National Bank of Des Moines ("Mortgage	e")
NOTICE: This Mortgage secures credit in the amount of \$ 15,000.00. Loans and advances up to this amount, together with interest, are senio indebtedness to other creditors under subsequently recorded or filed mortgages and liens.	r to
Mortgagors hereby sell, convey and mortgage unto Mortgagee the following described real estate situated in <u>Madison</u> County, lowa, to-	wit:
The West Sixty-seven (67) feet of Lot Nine (9) and the East Thirty-three (33)	
feet of Lot Eight, Clearview First Addition to Earlham, Madison County, Iowa.	
STATE OF IOWA, SS. Inst. No. 1000 Filed for Record this 5 day of November 19 90 at 9:00 AM MADISON COUNTY, Book 157 Page 607 Recording Fee 5.00 Mary E. Welty, Recorder Brown Deputy	_
together with all buildings and improvements thereon and all personal property which may integrally belong to, or be or hereafter become an integral part of s real estate, and whether attached or detached (including but not limited to light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, st doors, screens, linoleum, attached carpet, water heater, water softener, automatic heating equipment, air conditioning and other attached fixtures), and toget with all easements and servient estates appurtenant thereto, rents, issues, uses, profits and right to possession of said real estate (all of the foregoing real estate) personal property in orpoperty and property which may be personal proper Mortgagors grant Mortgagee a security interest pursuant to the Uniform Commercial Code of lowa. TO HAVE AND TO HOLD the Mortgaged Property together with all privileges, hereditaments thereunto now or hereafter belonging, or in any way appertair and the products and proceeds thereof, unto Mortgagee, its successors and assigns. FERENESENTATIONS AND WARRANTIES OF MORTGAGORS Mortgagors represent, warrant and covenant to Mortgagee that Mortgagors hold citille to said personal property and title in fee simple to said real estate; that Mortgagors have good and lawful authority to sell, convey and mortgage Mortgaged Property; that the Mortgaged Property is free and clear of all liens and encumbrances whatsoever except a first mortgage. In a Brenton Mortgages, Inc., dated 5-23-86, filed 5-30-86, Book 145, Page 526. Mortgagors will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all personal propers will warrant and demands of all serve where the Mortgaged Property is located, this Mortgage is released of record by Mortgagee filling an instrument of release with the County Recorder in the county referred to as the "Obligations"): (1) all present a future loans and advances may be made to the Mortgagors and Mortgage will secure the foll	orm their ate erty lear the vons inty and dich ded with the ged orm mili the the the the the the the the the the
option of Mortgagee, and suit may be brought for the collection thereof, and for the foreclosure of this Mortgage. It is agreed by and between the parties to Mortgagee may, if it so elects, perform Mortgagors' obligations hereunder, including the payment of fees, insurance premiums, costs of repairs, taxes and payment of amounts secured by encumbrances on the Mortgaged Property and that any monies so expended shall become immediately due and payable. Mortgagors jointly and severally, and draw interest at the rate of	the , by
5. REDEMPTION: If the Mortgaged Property is less than ten acres in size and if Mortgagee waives in any foreclosure proceeding any right to a deficient judgment against Mortgagors, then the period of redemption from judicial sale shall be reduced to six months. If the court finds that the Mortgaged Property I been abandoned by Mortgagors and if Mortgagee waives any right to a deficiency judgment against Mortgagors, then the period of redemption from judicial shall be reduced to sixty days. 6. TRANSFER OF MORTGAGED PROPERTY: If all or any part of the Mortgaged Property or any interest therein is sold or transferred without Mortgage prior written consent, Mortgagee may at Mortgagee's sole option declare the Obligations secured by this Mortgage immediately due and payable. 7. DEFINITION OF TERMS: Unless otherwise expressly stated, the word "Mortgagors" as used herein includes successors and assigns of such Mortgage. All words referring to Mortgage.	has sale ee's ors
or Mortgagee shall be construed to be of the appropriate gender and number according to the context. This construction shall include the acknowledgem hereof. All obligations of Mortgagers under this Mortgage shall be joint and several. 8. GOVERNING LAW: This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa. 9. RELEASE OF RIGHTS OF DOWER. HOMESTEAD AND DISTRIBUTIVE SHARE Each of the undersigned hereby relinquishes all rights of downwestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property. 10. ACKNOWLEDGEMENT OF RECEIPT OF COPIES OF DEBT INSTRUMENT. Mortgagors hereby acknowledge the receipt of a copy of this Mortgagether with a copy of the debt instruments secured hereby. 11. ADDITIONAL PROVISIONS:	wei
RELEASED SEE Richard L. Sychron Typeo	r ori
MORTGAGE RECORD PAGE 38 Marilyn K. Sychra Mortgagors signatu	und
I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITO AND EXEMPT FROM JUDICIAL SALE: AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE	TC SE
Dated: October 25 , 1990 Richard L. Sychra	
STATE OF LOWA L.Y Dated: October 25 , 1990 Marilyn K. Sychra / Marilyn K. Sychra / Marilyn K. Sychra	_
COUNTY OF POLK Sych) U
On this 25th 200 of October , 1990 , before me, the undersigned, a Not	aŋ
Public, personally appeared Richard L. Sychra AND Marilyn K. Sychra to me known to be the identical persons named in and who execu	
the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed // WHEN RECORDED RETURN TO Brenton National Bank of Des Moines 4729 SW 9th Des Moines TA 50315 MTG. RECORD 157	
% Consumer Loan Dept. Notary Pu	Olio