

# Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE  
**March 21, 1991**

This mortgage is made on the date noted above between the parties listed below. The Mortgagor(s), having received as consideration the principal amount shown below from the Mortgagee, receipt of which is acknowledged, mortgages, and warrants to the Mortgagee, its successors and assigns, forever, the land

and property located and described as noted below, together with all interest in the property, a right, privilege, or improvement belonging to and passable with the property, easements and rights of way of the property, and all buildings and fixtures.

## PROPERTY DESCRIPTION

Property Located At: RR#1 Box 236 St Charles, Ia. 50240

The Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-one (31) in Township Seventy-five (75) North of Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

## MORTGAGOR(S) MORTGAGEE 066001024

NAME(S) Edgar L Bebe Linda K Bebe	NAME Midland Savings Bank FSB
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ADDRESS RR #1 Box 236	ADDRESS 606 Walnut
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CITY St Charles	CITY Des Moines
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COUNTY Madison	STATE Iowa	COUNTY Polk	STATE Iowa
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## PRINCIPAL AMOUNT

FIFTEEN THOUSAND ONE HUNDRED TWENTY AND 00/100 \$ 15,120.00

This Mortgage is given to secure the agreements specified in this Mortgage as well as the Mortgage or Consumer Loan Agreement between Mortgagor(s) and Mortgagee of even date. This Mortgage also secures such future Mortgage or Consumer Loan Agreements between Mortgagor(s) and Mortgagee that may be entered into and which specifically reference this Mortgage as the security instrument securing such future Mortgage or Consumer Loan Agreements.

The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Mortgage or Consumer Loan Agreement which documents such indebtedness.

The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for the Mortgagee's protection with an insurer of the Mortgagor(s) choice. The Mortgagor(s) will pay all taxes, assessments, and other charges when they are due.

In the event the Mortgagor(s) shall sell, assign, or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the

Consumer Loan Agreement and subject that agreement to the Mortgagee's right to demand payment in full.

The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default. Mortgagor(s) agree to pay, and this mortgage shall secure the payment of all costs of foreclosure, including but not limited to, reasonable attorneys' fees, costs of abstracts, title insurance, court and recording costs.

If permitted by law, the Mortgagor(s) grant to Mortgagee power of sale including any statutory procedure for foreclosure on mortgage by advertisement, which Mortgagee may use directly or indirectly to enforce the mortgaged property if the Mortgagor(s) default in the payment of any indebtedness secured by this Mortgage or fail to perform any other promise made in this Mortgage or in a Mortgage or Consumer Loan Agreement which documents such indebtedness. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real property being mortgaged hereunder.

ORIGINAL  
 OF QUINCY  
 OF QUINCY BANK

## ADDITIONAL PROVISIONS

RELEASED 3-10-94 SEE  
 MORTGAGE RECORD 171 PAGE 241

FILED NO. 1915  
 BOOK 158 PAGE 471  
 91 MAR 25 AM 10:58  
 MICHELLE UTSLER  
 RECORDER  
 MADISON COUNTY, IOWA  
 Fee \$5.00

COMPARED

## SIGNATURES - MORTGAGOR(S) / WITNESSES

Signed and sealed by Mortgagor(s):

X Mortgagor's Signature

Signed and delivered in the presence of:

X Witness's Signature

X Witness's Signature

X Edgar L. Bebe  
 Mortgagor's Signature  
 X Linda K. Bebe  
 Mortgagor's Signature  
 X  
 Mortgagor's Signature

## NOTARIZATION

The foregoing instrument was acknowledged before me this 21 day of March, 1991, by Edgar L. Bebe and Linda K. Bebe

State of IOWA  
 County of POLK

Notary Public's Signature Jon T. Ollendick  
 Notary Public's Name Jon T. Ollendick  
 For the County of: POLK  
 My Commission Expires: 7/30/93

When Recorded Return to: Midland Savings Bank FSB 606 Walnut Des Moines Iowa 50309	Drafted By Address, City, State 471
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