

Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE
September 6, 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 3 Box 109A, Winterset, Iowa 50273
Commencing at the Southeast Corner of the North Half (1/2) of the Southeast Quarter (1/4) of Section Twenty-one (21), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, running thence West 660 feet, thence North 64 feet to the center of the public road,

FOR RELEASE OF ANNEXED MORTGAGE
MORTGAGE RECORD 162 PAGE 4

MORTGAGOR(S) MORTGAGEE 016008174

NAME(S) Dan Holker Shirley Holker	NAME Midland Savings Bank FSB
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ADDRESS RR 3 Box 109A	ADDRESS 606 Walnut Street
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CITY Winterset	CITY Des Moines
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COUNTY Madison	STATE Ia	COUNTY Polk	STATE Iowa
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PRINCIPAL AMOUNT

ONE THOUSAND FOUR HUNDRED SIX AND 73/100

\$ 1406.73

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 advertising costs.

If permitted by law, the Mortgagor(s) grant to Mortgagee a power of sale, including any statutory procedure for foreclosure of a Mortgage by advertisement, which Mortgagee may use directly or indirectly to sell 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.

ADDITIONAL PROVISIONS

thence Northeast 900 feet down the center of the public road to the East line of said Section Twenty-one (21), thence South 820 feet up the center of the public road to the point of beginning.

COMPARED

FILED NO: **821**

ORIGINAL BOOK 160 PAGE 22
DOCUMENT 91 SEP 19 AM 11:36
Midland Savings

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Fee \$5.00

SIGNATURES - MORTGAGOR(S) / WITNESSES

Signed and sealed by Mortgagor(s):

X Dan Holker
Mortgagor's Signature

X Shirley Holker
Mortgagor's Signature

X _____
Mortgagor's Signature

X _____
Mortgagor's Signature

Signed and delivered in the presence of:

X _____
Witness' Signature

X _____
Witness' Signature

NOTARIZATION

The foregoing instrument was acknowledged before me this **6** day of **September, 1991**, by **Dan Holker** and **Shirley Holker**

State of Iowa

County of Polk

ss.

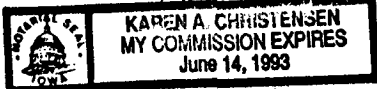
Notary Public's Signature Karen A. Christensen

Notary Public's Name Polk

For the County of: Polk

My Commission Expires:

State of: Iowa



When Recorded Return to:

Midland Savings Bank FSB
606 Walnut Street
Des Moines Iowa 50309

Drafted By

Address, City, State