

# Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE  
October 8, 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.

<b>PROPERTY DESCRIPTION</b>			
Property located at 521 W Hutchings, Winterset, Iowa 50273 Lot Twelve (12) and the West 12 feet of Lot Eleven (11) of M>C. Loinards Addition to Winterset, and a tract commencing at the Southwest corner of said Lot Twelve (12), thence West 8 feet, thence North 204-1/2 feet, thence East 8 feet to the Northwest corner of said Lot Twelve (12), thence South to the			
<b>MORTGAGOR(S)</b>		<b>MORTGAGEE</b> 066001388	
NAME(S) James M Randolph Christine F Randolph		NAME Midland Savings Bank FSB	
ADDRESS 521 W Hutchings		ADDRESS 606 Walnut St	
CITY Winterset		CITY Des Moines	
COUNTY Madison	STATE Iowa	COUNTY Polk	STATE Iowa
<b>PRINCIPAL AMOUNT</b>			
EIGHT THOUSAND FIVE HUNDRED ELEVEN AND 80/100			\$ 8511.80

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.

<b>ADDITIONAL PROVISIONS</b>	
point of beginning, being a part of Lot Nine (9) of the subdivision of Part of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section One (1) in Township Seventy-five (75) North, Range Twenty-eight (28) west of the 5th P.M., Madison County, Iowa.	FILED NO. <b>1006</b> BOOK 160 PAGE 163 91 OCT 15 AM 9:39 MICHELLE UTSLER RECORDER MADISON COUNTY, IOWA
RELEASED <u>2-22-94</u> SEE MORTGAGE RECORD <u>171</u> PAGE <u>44</u>	Fee \$5.00 COMPARED

<b>SIGNATURES - MORTGAGOR(S) / WITNESSES</b>	
Signed and sealed by Mortgagor(s):  X <u>James M Randolph</u> Mortgagor's Signature X <u>Christine F Randolph</u> Mortgagor's Signature X _____ Mortgagor's Signature	Signed and delivered in the presence of:  X <u>Christina C Jones</u> Witness Signature X <u>Patricia M Mead</u> Witness Signature

<b>NOTARIZATION</b>	
The foregoing instrument was acknowledged before me this 8 day of October, 1991, by James M Randolph and Christine F Randolph	
State of IOWA County of POLK Notary Public's Signature: <u>Jon T. Ollendick</u> Notary Public's Name: Jon T. Ollendick For the County of: POLK My Commission Expires: _____	State of: IOWA When Recorded Return to: Midland Savings Bank FSB 606 Walnut St Des Moines Iowa 50309
Drafted By _____ Address, City, State _____	