MTG. RECORD 161

For use only in consumer loans. NOT to be used for first mortgage on land being acquired with proceeds.

**Consumer Mortgage** 

## CONSUMER MORTGAGE

	· <del>-</del>
THIS MORTGAGE, made this 18th day of January	1992
between Gary E. Anker	("Mortgagor") and
Nancy S. Anker	("Mortgagor") of the Count
ofand State of Iowa, and	
FARMERS & MERCHANTS STATE BA	NK, Winterset, IA 50273
Mortgagee, of the County of <u>Madison</u> and State of Iowa.	
WITNESSETH: That Mortgagors, in consideration of	
Sixteen Thousand Nine Hundred Eighty Five and 90/100-	
loaned by Mortgagee to one Mortgagor or both Mortgagors and evidenced by a promissory n substitutions thereof and additions thereto, called the "mortgage note") do hereby SELL, CON	iote in such amount (hereinafter together with all renewals and IVFY and MORTGAGE unto Mortgagee the following describe
real estate situated in the County of Madison State of lowa, to-wit:	
	COMO
Lot Trents-One (21) in Honorie Asses Coord Addi	tion to the City of Wintergot
Lot Twenty-One (21) in Honor's Acres Second Addi Madison County, Iowa.	ction to the city of winterset,
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RELABOUTE	3496MICHELLE UTSLER RECORDER
BOOK	MADISON COUNTY, IOWA
	'. Fee \$10.00
together with all buildings and improvements thereon and all personal property which may int	egrany belong to, or be or herealter become an integral part c

said real estate, and whether attached or detached (including but not limited to light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens. linoleum, attached carpet, water heater, water softener, automatic heating equipment, air conditioning and other attached fixtures), and together 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 and property interests hereinafter called the "mortgaged property"). As to such of the mortgaged property which may be personal property, Mortgagors grant Mortgagee a security interest pursuant to the original property. Mortgagors grant Mortgagee that Mortgagors hold clear tiple to said personal property at the infee simple to said real estate; that Mortgagors have good and lawful authority to sell, convey and mortgage the mortgage brokery, that the mortgage property is free and clear of all liens and encumbrances whatsoever except a first mortgage held by

Farmers & Merchanta, State

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Formers & Merchanta, State

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Formers & Merchanta, State

105 M. Toffenson, Which the state of the convey and mortgage held by

Formers & Merchanta, State

106 M. Toffenson, Which the convey and mortgage held by the c

and encumbrances whatsoever except a first mortgage held by Farme 101 W. Jefferson, Winterset, Iowa 50273

dated.

October 29,

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in the original principal amount of \$70,700.00 ; and said Mortgagors covenant to warrant and defend the mortgaged property

against the lawful claims of all persons whomsoever.

Each Mortgagor hereby relinquishes all rights of dower, homestead and distributive share in and to the mortgaged property and waives all rights of exemption as to any of the mortgaged property.

CONDITIONED, HOWEVER, that if Mortgagers shall pay or cause to be paid to Mortgagee when due the mortgage note and all other obligations secured as set forth in paragraph 1 below, then this Mortgage will be void, otherwise to remain in full force and effect.

1. OBLIGATION SECURED. This Mortgage shall secure the payment and performance of the mortgage note, and other amounts which may become due under this Mortgage by reason of sums advanced by Mortgagee or otherwise, and all obligations of Mortgagors under this Mortgage. This Mortgage shall also secure the performance of the covenants and agreements and indebtedness of Mortgagors or either of them to Mortgagee, whether now existing or hereafter incurred, of every kind and character, direct or indirect, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred; provided, however, that indebtedness (other than indebtedness arising under the mortgage note or this Mortgage) incurred in a "consumer credit transaction" as defined in the lowa Consumer Credit Code shall not be secured by this Mortgage.

2. TAXES. Mortgagors shall pay each installment of all taxes and special assessments of every kind which now or hereafter may become a lien against the mortgaged property or any part thereof before same becomes delinquent, without notice or demand; and shall procure and deliver to Mortgagee promptly after the due date of each such installment duplicate receipts of the proper officers for the payment of all such taxes and assessments

then due.

INSURANCE. Mortgagors shall keep in force insurance, premiums therefor to be prepaid without notice or demand, against loss by fire, tornado and other hazards, casualties and contingencies as Mortgagee may require on the mortgaged property in companies to be approved by Mortgagee in an amount not less than the full insurable value of the mortgaged property with such insurance payable to Mortgagers and Mortgagee as their interests may appear. Mortgagors shall provide Mortgagee with evidence of such insurance as Mortgagee may request.

REPAIRS TO PROPERTY. Mortgagors shall keep the mortgaged property in as good repair and condition as same may now be or as hereafter

improved, ordinary wear and tear only excepted, and shall not suffer or commit waste on or to the mortgaged property.

5. CONTINUATION OF ABSTRACT. In event of any default by Mortgagors, Mortgagee may, at the expense of Mortgagors, procure an abstract of title or continuation thereof for the mortgaged property and charge and add to the mortgage note the cost of such abstract or continuation with interest upon such expense at the rate specified in the mortgage note.

6. ADVANCES OPTIONAL WITH MORTGAGEE. If the insurance above provided for is not properly effected, or if taxes or special assessments against the mortgaged property shall become delinquent, or if Mortgagors fail to make timely payments on any first mortgage referred to above, Mortgagee (whether electing to declare the entire unpaid balance of the mortgage note due and collectible or not), may (but need not) effect the insurance above provided for, may (but need not) pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived by Mortgagors), and may (but need not) pay amounts due on any such first mortgage, and all such payments with interest thereon at the rate specified in the

mortgage note shall be paid by Mortgagors to Mortgagee upon demand and may at any time at Mortgagee's option be added to the mortgage note.

7.1 ACCELERATION OF MATURITY AND RECEIVERSHIP. If default shall be made in the payment of the mortgage note or any part of the interest thereon, or in the payment or performance of any other obligation secured by this Mortgage, or if there shall be a failure to comply with any condition of this Mortgage, then, at the option of Mortgagee, after any notice required by law, said mortgage note and the whole of the obligations secured by this Mortgage shall become due and shall become collectible at once by foreclosure or otherwise after such default of failure, and at any time after the commencement of an action in foreclosure or during the period of redemption, the court having jurisdiction of the case may, at the request of the Mortgagee, appoint a receiver to take possession of said property and of the rents and profits accruing therefrom and to rent the same as he may deem best for the interest of all parties concerned and shall be liable to account to Mortgagors only for the net profits after application of rents, issues and profits upon the

costs and expenses of the receivership and foreclosure and the mortgage note and other obligations secured by this Mortgage.

7.2 SIX MONTH AND 60 DAY PERIOD FOR REDEMPTION. If the mortgaged property is less than ten acres in size and if Mortgagee waives in any foreclosure proceedings any right to a deficiency 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 has been abandoned by Mortgagors and if Mortgagee waives any right to a deficiency judgment

against Mortgagors, then the period of redemption from judicial sale shall be reduced to sixty days.

8. TRANSFER OF MORTGAGED PROPERTY. If all or any part of the mortgaged property or any interest therein is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's sole option, declare the mortgage note and any other obligation secured by this Mortgage

9. DEFINITION OF TERMS. Unless otherwise expressly stated, the word "Mortgagors" as used herein includes successors and assigns of such "Mortgagors"; the "Mortgagee" as used herein unless otherwise expressly stated includes the successors and assigns of such "Mortgagee." All words referring to "Mortgagor" or "Mortgagee" shall be construed to be of the appropriate gender and number according to the context. This construction shall include the acknowledgment hereof. All obligations of Mortgagors under this Mortgage shall be joint and several.

10. FINAL PAYMENT OF PROMISSORY NOTE. The date of the final payment of the mortgage note is <u>July 15, 1995</u>

11. ESCROWS. If requested at any time by Mc Mortgagee additional monthly amounts as Mortgagee st due taxes, assessments and insurance premiums with respecting escrowed by Mortgagors with the holder of the first 12. ADDITIONAL PROVISIONS.	nall estimate to be require spect to the mortgaged p	ed for the purpose of accurage roperty; but no such escrov	imulating a fund from which	ch to pay taxes when
I understand that homestead creditors and exempt from ju voluntarily give up my right to claims based upon this co	udicial sale; a t to this prote	and that by sign:	ing this contrac	t, I
Jary E. Anker	1-18-99 Date	Nancy S.	ry Orka Ariker	/ /-/8-9 Date
IN WITNESS WHEREOF, said Mortgagors have exec NOTICE TO CONSUMER — Do not sign this pa balance at any time without penalty and may be enti-	aper before you read it.	You are entitled to a cor	by of this paper. You ma	y prepay the unpaid  Mortgagor  Mortgagor
STATE OF IOWA )  SS:  COUNTY OF )  On this 18th day of January  personally appeared Gary E. Anker and		, before me, the undersig	gned, a Notary Public in and	
named in and who executed the within and foregoing inst				e the identical persons nd deed.
	TIM IG INE	Harry 1	Leina	
· A su cu	MASSION EDVICES	Notary	Public in and for said County and St	ate
WHEN RECORDED, RETURN TO:				
Farmers & Merchants State Bank	·			
101 W. Jefferson				
Winterset, Iowa 50273				
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