

Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE
August 17, 1992

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 74, Winterset, IA 50273
A parcel of land described as commencing at the Northeast corner of Section Five (5), in Township Seventy-five(75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence West 1279 feet, Thence South 00*49.6' West 1719.60 feet along the centerline of a county

RELEASED 4-22-96 SEE
MORTGAGE RECORD 181 PAGE 553

MORTGAGOR(S) MORTGAGEE

NAME(S) James G Orr Verda G Orr
MORTGAGEE Midland Savings Bank FSB
FILED NO. 529
BOOK 163 PAGE 419

ADDRESS RR 3, Box 74
ADDRESS 606 Walnut
92 AUG 26 AM 9:10

CITY Winterset
CITY Des Moines
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COUNTY Madison STATE IA
COUNTY Polk STATE Iowa FEE \$5.00

PRINCIPAL AMOUNT

TEN THOUSAND AND 00/100 \$ 10,000.00

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.

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

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 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.

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.

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.

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

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

road to the point of beginning, Thence South 89*43.4' West 202.83 feet, thence South 2*19.6' West 944.62 feet, thence North 89*24.6' East 227.62 feet to said county road centerline; thence North 00*49.6' East 940.62 feet to point of beginning, containing 4.6547 acres, including 0.8243 acres of county road right of way,

COMPARED

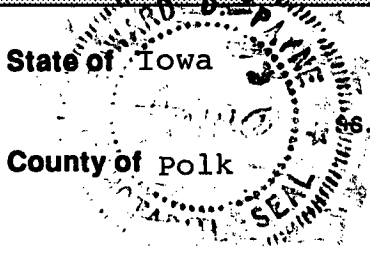
ORIGINAL DOCUMENT
Midland Savings Bank

SIGNATURES - MORTGAGOR(S) / WITNESSES

Signed and sealed by Mortgagor(s):
X James G Orr
Mortgagor's Signature
X Verda G Orr
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 17 day of August, 1992, by James G Orr and Verda G Orr
Notary Public's Signature Edward D. Payne
Notary Public's Name Edward D. Payne
For the County of: Polk State of: Iowa
My Commission Expires: 03/14/94



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