

# Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE  
December 1, 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: Longstreet Box 15, Patterson, IA 50218

Lot Six (6) in Block Six (6) of the Original Town Plat of the Town of Patterson, Madison County, Iowa.

## MORTGAGOR(S) MORTGAGEE 0560015924

NAME(S) Phillip D Miles Marla J Miles	NAME Midland Savings Bank FSB
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ADDRESS Longstreet Box 15	ADDRESS 606 Walnut Street
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CITY Patterson	CITY Des Moines
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COUNTY Madison	STATE Iowa	COUNTY Polk	STATE Iowa
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## PRINCIPAL AMOUNT

TWENTY SEVEN THOUSAND SEVEN HUNDRED SIXTY EIGHT AND 67/100

\$ 27,768.67

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

RELEASED 6-21-94 SEE  
MORTGAGE RECORD 172 PAGE 284

COMPARED

FILED NO. 1434

BOOK 164 PAGE 433

92 DEC -3 AM 11:26

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Fee \$5.00

ORIGINAL DOCUMENT  
Midland Savings Bank

## SIGNATURES - MORTGAGOR(S) / WITNESSES

Signed and sealed by Mortgagor(s):

X Phillip D Miles  
Mortgagor's Signature

X Marla J Miles  
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 1 day of December, 1992, by Phillip D Miles and Marla J Miles



Notary Public's Signature Jan McMurray  
Notary Public's Name Jan McMurray  
For the County of: POLK State of: IOWA  
My Commission Expires: 12-20-93

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