IOWA REAL ESTATE MORTGAGE

	KNOW ALL	MEN BY THES	E PRESENTS: THA	AT JES.	IF WAYA	VE MC	PARLAND
	+ CAR	OL AN	N McFA	PLAND			
of	317	E. W/	SHINSTON	WINTE	ESST IA.	(Mortgagors)	do MORTGAGE
an	d CONVEY to	3.7	KB CVJ	Tom W	NOW		of
***	4405	99+1 St	URBAN DA	LE IA	50322		and
its	successors and	d assigns ("Mo	rtgagee") to secure	payment of all ob	igations of the Mo	rtgagors to the M	lortgagee or to its
su	ccessors and a	ıssigns, includir	ng a certain obligation	on described as	TTOME	IMPRIV	EMENY KETANTA
							NAND FINE"
tvivpa <u>jų</u>	P Sixty 7 Dolla	ırs (\$ <u>2,5 (</u>	6.5.00) in	installments as pr	rovided in the Oblig	gation with a fina	I payment due on
			the following descr		·		JASHINGTON
_	<u> </u>	ERSET	•	50237	MADIS		ounty, Iowa to-wit:
		SEVEN			K TWEN	E .	•
	OF T	The OR	19INAL -	TOWN OF	WINTE	ENST, 1	MADISON
	COUN	//	WA				
STATE	OF TOWA, SS. ON COUNTY,	Inst. No 2 Book <u>176</u>		cord this <u>15</u> day Recording Fee \$ 11.00	of <u>May</u>) Michelle Utsler, Re	19 <u>95</u> at 10 corder, By	Ley J. Hans

That the intention herein is to convey hereby an absolute title in fee simple, including all the rights of homestead and dower, to the said Mortgagee, its successors and assigns. That the said Mortgagors represent to and covenant with the Mortgagee, that they have the right to sell and convey the said premises and that they will warrant and defend the said premises against the lawful claims of all persons, except mortgages duly recorded prior to the date of the Mortgage in the County Recorder's Office of the County wherein said real estate is located.

That the Mortgagors do hereby release all rights of homestead and dower and all rights of distributive share and other rights in and to said premises. That these presents are upon the expressed condition that if the said Mortgagors, their heirs, successors or assigns shall pay or cause to be paid to the Mortgagee, its successors or assigns the amount specified above according to the tenor and effect of the obligation of the said Mortgagors, then these presents would be void, otherwise to be and remain in full force and effect. This Mortgage shall stand as security for said Obligation and for any and all future advances made by the Mortgagee to or for the benefit of the Mortgagors.

That the Mortgagors further agree that they will pay all taxes and assessments levied against said real estate before the same become delinquent and will keep the buildings on said premises in a good state of repair and fully covered with an insurance policy showing any loss payable to the parties as interests may appear, and will make the payments promptly as herein agreed as the same become due and that failure to do so shall give the Mortgagee, subject to Mortgagors' right to cure, the right to declare the whole sum, less unearned charges, due and payable at once and to foreclose upon the property.

That if all or any part of the property or an interest in the property is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, may require immediate payment in full of the entire amount due under the Mortgage and Obligation. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagors are transferring or selling the interest in the property. If Mortgagee does allow Mortgagors' successor in interest to assume the obligation, Mortgagor will be released from further obligation under this Mortgage and the Obligation secured thereby. The following types of transfers will not give Mortgagee the right to require immediate payment in full:

- (a) the creation of liens or other claims against the property which are inferior to this Mortgage;
- (b) a transfer of rights in household appliances to a person who provides the Mortgagor with the money to buy these appliances in order to protect that person against possible losses;
- (c) a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law:
- (d) leasing the property for three years or less, so long as the lease does not include an option to buy;
- (e) a transfer to a Mortgagor's relative resulting from death of the Mortgagor;
- (f) a transfer where Mortgagor's spouse or children become owners of the property;
- (g) a transfer to a Mortgagor's spouse resulting from a divorce decree, separation agreement or property settlement agreement;
- (h) a transfer into an inter vivos trust in which the Mortgagor is and remains a beneficiary, so long as there is no transfer of rights of occupancy in the property.

That in the event of foreclosure of this Mortgage and the sale of the property, the time of one year for redemption as provided by a will be reduced to six months in the event the Mortgagee waives its right to a deficiency judgement. The period of redemption as provided by law will be reduced to sixty days in the event the real estate covered by this Mortgage is abandoned by the Mortgagers and/or the persons or person performing under this Mortgage at the time of foreclosure in the event the Mortgagee waives its right to a deficiency judgement.

That upon commencement of an action in foreclosure, it shall be lawful for the said Mortgagee, its attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and profits thereof, and to account only for the net proceeds thereof.

That upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale expenses which may be a part of the foreclosure, judgment, including costs of advertisement, selling, and conveying said premises, reasonable attorney's fees including the time of in-house counsel, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the unpaid balance of said Obligation whether due and payable by the terms thereof or not, to be first applied to accrued interest and then to the principal balance.

WITNESS WHEREOF,

the Mortgagors have executed this Mort	tgage on the $\underline{\mathcal{A}}$	day of	MARC	<u>// , 1</u>	19 <u>95</u> .
			An me	Failand	
lortgagor yped name: JENE WAYN	2. 1	Mortgagor Mortgagor	AMINIT	1 accorde	
ped name: JENE WAYN	ME MICHALAND	Typed name: _<	CAROL	HNA MIC	TARLAND
	SUBORDINATIO	ON AND WAIVER			
he person signing immediately below a	agrees to subject all c	of his or her interes	t in the above	described prem	ises. includina
any right to possession after foreclosure	e, to the terms of this	Mortgage and to v	vaive his or he	r homestead ex	emption in the
bove described real estate. Person si flortgage.	gning immediately be	elow is not person	ially liable on	the obligation si	ecured by this
		Mortgagor Tuned pamer			
	_	Typed name: _			
<u></u>					
STATE OF IOWA)	ACKNOW/LE	DOMENT FOR	D MORTGAGE	
COUNTY OF POLK	j SS:)	ACKNOWLE	DGMENT POI	R MORTGAGE	
On this 2 day of MARCH	AD. 19 & T be	fore me. a Notary P	ublic in and for	POLK	
ounty, State of <u>Tow A</u>	personally	appeared	TESSE.	WAYNE	Mc FAR
AROL ANN MC FARLAN	to me know	n to be the persor	ns named in ar	nd who executed	the foregoin
strument and acknowledged that they cluding the pales and waiver of the	executed the same as rights of homestead.	s their voluntary ac IN WITNESS WH	t and deed for IEREOF. I heri	the purposes thunto set my han	erein set forti d and seal.
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OTARY SEAL	- 91				<u> </u>
y Commisssion Expires / 28	- 76	Notary Public of	r said County a	ano State	
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For value received the undersigned	horohy transfore as:	sions and conveys	_	• • •	
ll right, title, interest, powers and option	ns in, and to the Mort	gage appearing or	n the reverse s	ide hereof and t	he money du
nd to become due on the Obligation se escribed in the Mortgage and that the N					
lortgagors.		• • • • • • • • • • • • • • • • • • • •	,		, , ,
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Seller's name)		/	Tit	tle	
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TATE OF TOWA)	•			
OUNTY OF POLK) ss:	ACKNOWLE	DGMENT FOR	R ASSIGNMEN	<u>r</u>
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On this 13 day of Apple				for 404	
ounty, State of		red	- , , ,	EUDAKA.	
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RKB CILLTOM WILL	NDOWS	, a(n)	HE YOU	109	LOWA
progration and that he/she was authoricated with the control of th	zed to execute the as	ssignment on beha	of the corpo		
WARDER AS WILLIAM	, i neiumo seciny na	alio alio seal.			
	· s.!	1/	00		
OTARY SEAD	·	Mul	leaus (Law	~~~
by Commission Expires/ - Z 8	5-96	Notary Public of	said County, a	and State	
REPARED BY/RETURN TO:		REPUBLIC INSU		CIAL ACCEPTA	ANCE CORP
		Bloomfield Avenu mfield. New Jerse			

STATE OF IOWA, SS. MADISON COUNTY,

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_Filed for Record this 15 day of May 19 95 at 10:46 AM

10 Recording Fee \$ 6.00 Michelle Utsler, Recorder, By Shulley Hallandy

Deptity