

7. If this mortgage is released of record, the release thereof shall be filed and recorded at the expense of the mortgagor.

8. The signing of this mortgage, and the note secured hereby, by the spouse of the owner is not only for the purpose of releasing dower or distributive share but also for the express purpose of creating personal liability of the spouse for the indebtedness evidenced by said note and secured by this mortgage, and that the mortgagee expressly relies upon the foregoing as a material and necessary representation and covenant by such spouse.

9. That if mortgagor fails to keep and perform any of the agreements of this instrument, or causes or suffers default herein, or thereof, in any respect, mortgagee either before commencement of suit, or at any time thereafter, shall be entitled to the possession of said property, real and personal, and shall also be entitled to the appointment of a Receiver, who shall have the power and is hereby granted absolute authority to take and hold possession of all of said property, to rent the same, and to collect the rents and profits therefrom for the benefit of mortgagee; that such Receiver shall be appointed upon the application of mortgagee by the court in which such action shall be brought, or by any judge of said court, at any time after the default of the mortgagor in any of the provisions hereof, either independently of or in connection with the commencement of foreclosure, or when suit is begun, or at any time thereafter, and such rights shall in no event be barred, forfeited or retarded by reason of delay, or of a judgment, decree, or sale ordered in any suit; and, further, such right to have such Receiver appointed upon application of said mortgagee shall exist regardless of the solvency or insolvency of the mortgagor or any of them, and irrespective of the value of said premises, or of the rents and profits thereof; that such taking of possession by the Receiver shall in no way retard collection, or the institution of suit, and Receiver shall be held to account only for the net profits derived from said property.

10. It is further agreed that in the event of foreclosure of this mortgage and Sheriff's sale of the property involved, the Mortgagee may at its option elect to reduce the redemption period to six (6) months pursuant to Section 628.26 of the Code of Iowa or to such other period as may be permitted at the time of foreclosure by the Code of Iowa.

11. If at any time all or any portion of the above-described mortgaged property shall be taken or damaged by condemnation proceedings under the power of eminent domain, all compensation awarded shall be paid directly to the mortgagee and applied on the indebtedness hereby secured.

12. If more than one join in the execution hereof as a mortgagor, or any be of the feminine sex, the word mortgagor, the pronouns and relative words herein used shall be read as if written in the plural or the feminine, respectively. The covenants herein contained shall bind, and the benefits and advantages inure to, the respective heirs, executors, administrators, successors, joint tenants, and assigns of the parties hereto.

13. The mortgage and the note secured hereunder contain the entire understanding and agreement of the parties.

14. Last payment on Note secured hereby is due the 1st day of February, 19 99.

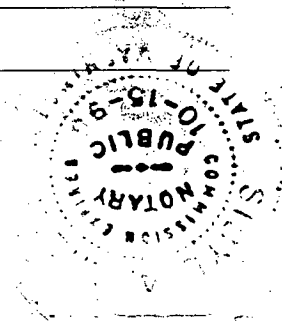
15. In the event of the initiation of voluntary or involuntary proceedings by or against the mortgagor under Title 11 of the United States Code, as it may from time to time be amended, then the mortgagee shall be entitled to adequate protection by payment or provision of additional security in an amount equal to the sum of the interest accruing from the date of filing at the rate specified in the note or notes secured hereby. The foregoing definition of adequate protection is agreed to because of a recognition that the rate of depreciation of the value of the collateral is difficult to determine and is not a fair measure of the loss to the mortgagee incurred during the pendency of the proceeding.

16. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above-described premises, and waives any rights of exemption, as to any of said property.

I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract.

Willard E. Price Mortgagor
Alice F. Price Mortgagor

1/18/94 Date
1/18/94 Date



17. PREPAYMENT PROVISIONS, DUE ON SALE, ETC.

IN WITNESS WHEREOF this instrument has been signed and delivered by the persons denoted herein as mortgagor. **MORTGAGOR(S) ACKNOWLEDGE(S) RECEIPT OF A COPY OF THIS MORTGAGE.**

Dated this 18th day of January, 19 94, at Belleme, WA, Iowa
Willard E. Price (typed signature)
Alice F. Price (typed signature)

STATE OF Iowa, King COUNTY, ss:
 On this 18th day of January, A.D. 19 94, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Willard E. Price & Alice F. Price

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Sibyl A. Mills
 SIBYL A. MILLS Notary Public in and for said County

IOWA MORTGAGE		No. <u>2024</u>	653
MORTGAGE		From	To
Filed for record the <u>1</u> day of <u>February</u> A.D. 19 <u>94</u>		MTG. RECORD 170	
at <u>9:58</u> o'clock <u>A.</u> M., and recorded in	Book <u>170</u> of Mortgages on page <u>652</u>	of <u>Madison</u> County Records.	
By <u>Michele Utaler</u> Recorder	By <u>Betty M. Mills</u> Deputy	WHEN RECORDED RETURN TO <u>Bentley Bank</u>	
By <u>Bentley Bank</u> Recorder		Copyright April, 1970 — Maynard Pfg., Inc., Des Moines, Iowa	