REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT Raymond E. Finley and Barbara J. Finley of Box 221 Truro, Iowa 50257 Mortgagors herein, do mortgage and convey to Edwards Home Improvement, Inc of Knoxville, Ia. 50138 Mortgagee, to secure payment of a certain Home Improvement Consumer Credit Sales Agreement executed by the Mortgagors bearing even date herewith and payable to the Mortgagee in the amount of Fifteen thousand - one hundred - twenty eight & 64/100 Dollars ($ 15,128.64) as evidenced by and payable under the terms of the said Home Improvement Consumer Credit Sales Agreement, the following described premises situated in Madison County, Iowa, to-wit:

Lot 5 except the North 41½ feet and the West 75 feet, and Lot 6 except the West 75 feet, Block 1 of Likens Addition to the Town of Truro, Madison County, Iowa.

For Assignment of Annexed Mortgage To Union Mortgage Co., Inc. See Mortgage Record 145 Page 21

Compared

FILED NO. 1776
BOOK 145 PAGE 20
1986 FEB 26 AM 10: 18
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $5.00

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.

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 heirs, successors or assigns the amount specified above according to the tenor and effect of the Home Improvement Consumer Credit Sales Agreement 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 Home Improvement Consumer Credit Sales Agreement and for any and all future advances made by the Mortgagee to 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.

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 Home Improvement Consumer Credit Sales Agreement. 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 Mortgagor is transferring or selling the interest in the property. If Mortgagee does allow Mortgagor's successor in interest to assume the obligation, Mortgagor will be released from further obligation under this mortgage and the Home Improvement Consumer Credit Sales Agreement. 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 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 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.

In the event of foreclosure of this mortgage and the sale of the property, the time of one year for redemption as provided by law will be reduced to six months in the event the Mortgagee waives its right to a deficiency judgment. 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 Mortgagors 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 judgment.

IN WITNESS WHEREOF, the Mortgagors hereunto set their hands this 22nd day of Jan. 1986

X Raymond E. Finley
Raymond E. Finley Mortgagor

X Barbara J. Finley
Barbara J. Finley Mortgagor

STATE OF IOWA
COUNTY OF Madison } ss.

On this 22nd day of January 1986 before me, a Notary Public in and for Madison County, Iowa, appeared Raymond E. and Barbara Finley to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

IN WITNESS WHEREOF I hereunto set my hand this 22nd day of January 1986

Thomas Edwards
Thomas Edwards Notary Public in and for the State of Iowa

THOMAS EDWARDS NOTARIAL SEAL IOWA

IOWA
FORM #19 9/84-500

ORIGINAL